

## SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

### B.1 SUPPLIES AND/OR SERVICES TO BE PROVIDED

**The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with Clause J.1, Attachment A “Statement of Work”, and Task Orders issued.**

Item	Description	Reference	Schedule	Delivery Method/Addressee(s)
1	SOW Requirements	As defined in individual task orders and Clause J.1 – Attachment A – Statement of Work	As defined in individual task orders	As specified in each Task Order
2	Monthly Status Report (MSR) and Redacted Monthly Status Report (MSR)	Clause H.20 1852.235-74	On or before the 8 <sup>th</sup> calendar day of each month for the previous month or as jointly determined following contract award.	Electronic Format/Contracting Officer (CO), Contracting Officer’s Technical Representative (COTR), Task Monitor (TM)
3	Scientific and Technical Information (STI)	Clause H. 19 1852.235-73; Clause J.1 – Attachment A - Statement of Work; and as defined in individual task orders	5 days after presentation is made in a technical setting, such as a conference or internal technical discussion. The release of Scientific and Technical Information (STI) must go through the STI process before the STI is published or otherwise	Electronic Format/ COTR/ TM As specified in “Requirements for Documentation, Approval, and Dissemination of NASA Scientific and Technical Information” (NPR 2200).

			disseminated external to NASA, STI must be reviewed and approved.	
4	White Papers	Clause J.1 – Attachment A - Statement of Work	As required, at the end of a technical study or project.	Electronic Format/COTR, TM
5	Monthly Highlights	Clause H.20 1852.235-74	The last business day on or before the 4 <sup>th</sup> calendar day of each month	Electronic Format/COTR, TM
6	Task Plans	Clause B.8, GSFC 52.216-91 & H.3 1852.216-80	As required in 1852.216-80	NASA Task Order Management System (TOMS)
7	Notice of Estimated Cost Increases	Clause B.9, GSFC 52.232-94	No later than 115 days before the incurred costs are expected to exceed the estimated cost	Electronic Format/CO, COTR, & TM
8	Final Task Order Report	Clause H.20	Within 30 days after completion of each individual task order	Electronic Format/COTR;TM; CO (letter transmittal only); & Hard Copy/CASI
9	Foreign Travel Requests and Foreign Travel Reports	Clause G.3 1852.242-71	Requests – at least 30 days in advance of travel; Reports – upon conclusion of travel	As specified in Contracting Officer's (CO) travel approval
10	NASA Financial Management Reporting (533M and 533Q)	Clause G.15 GSFC 52.242-90, Clause G.6 1852.242-73, & Clause J. 1 - Attachment C	10 days after the close of the Contractor's accounting period and Quarterly in accordance with Attachment C	Electronic Format/ CO; COTR; RA (Code 603.0) & Finance Office (Code 155.0)
11	Requests for Government Property	Clause G.7 1852.245-70	No less than 30 days prior to	Hard Copy/CO

			approval need date	
12	Financial Report of NASA Property in the Custody of Contractors (NF 1018)	Clause G.9 1852.245-73	Annual report due by October 15 <sup>th</sup> and Final Report due after contract end and within 30 days after disposition of all property	NF 1018 Electronic Submission System (NESS)
13	New Technology Reports	Clause G.2 1852.227-70 G.5 1852.227-72 and I.1 52.227-11	Interim Reports every 12 months, Final reports within 3 months of contract completion	Electronic Format/CO and New Technology Representative
14	Reporting of Inventions	Clause G.2, 1852.227-70; and I.1 52.227-11	When applicable per clauses	Electronic Format/CO
15	Safety & Health Reporting	Clause H.4 1852.223-70 and Clause H.11 52.223-91	Monthly and Annual Reports	Electronic Format/Code 350 & CO
16	Personal Identity Verification (PIV) Documentation and Reporting	Clause H.8 GSFC 52.204-99 and Clause J.1 – Attachment L	Original list due within 15 days of contract award date, Monthly and Final reports due as required by the clause.	Electronic Format/CO, COTR, & Code 240
17	Equal Opportunity Reports	Clause I.1 52.222-26	As Specified by 52.222-26	Electronic Format/CO
18	Insurance Notification	Clause I.1 52.228-7 and I.1 1852.228-75	Within 30 days after contract effective date or when renewed or changed	Electronic Format/CO
19	Subcontract Notification	Clause I.9 52.244-2	Not less than 30 days prior to subcontract	Electronic Format/CO

			award date	
20	IT Security Management Plan	Clause I.7 1852.204-76	Within 30 days after contract award and annual updates as required	Electronic Format/CO
21	Small Business Subcontracting Plan Reporting	Clause H.10 GSFC 52.219-90, I.1 1852.219-75, and I.1 52.219-9	Semi-Annual, April 30 <sup>th</sup> and October 30 <sup>th</sup>	Electronic Subcontract Reporting System (eSRS) and Summary Subcontract Reports (SSRs).
22	Contract Historical Data	Clause H.18 GSFC 52.242-91 and Clause J.1 - Attachment H	Within 30 days of written request from the CO	Electronic Format/CO
23	Capital Personal Property Reporting	Clause G.13 1852.245-78	Within 10 days of completion of physical inventory	Electronic format/CO and Property Administrator, NASA Industrial Property Office

**NOTE: Transportation Classification:**

Class designations for deliverables under Item 1 will be specified in each individual task order at the time of task order issuance. Deliverables under Items 2-23, unless specified (electronic format, etc.), are considered Class IV and shall be shipped via the most advantageous commercial transportation means considered to be in the best interest of the Government. For an explanation of class designations, see NPR 6000.1H.

(End of clause)

**B. 2 ORDERING (52.216-18) (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued during the effective ordering period established in Clause F.1 of this contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

### **B.3 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than **\$1,000**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess of **\$10 million**;

(2) Any order for a combination of items in excess of **\$10 million**; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

### **B.4 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government

may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract beyond **one (1) year from the end of the contract's effective ordering period for those orders placed within the ordering period.**

(End of clause)

#### **B.5 1852.216-74 ESTIMATED COST AND FIXED FEE (DEC 1991)**

The estimated cost of this contract is **[to be negotiated by task order]** exclusive of the fixed fee of **[to be negotiated by task order]**. \*The total estimated cost and fixed fee is **[to be negotiated by task order]**.

\* The Government and Contractor agree that Other Direct Costs (ODCs) for SOW Section 4.2 (d) only (i.e. Hardware, software, maintenance, or supporting material) are excluded from the application of Fixed Fee for delivery orders and task orders issued under this contract as specified in Attachment (B), Direct labor Rates, Indirect Rates and Fixed Fee Matrices.

(End of clause)

#### **B.6 1852.232-81 CONTRACT FUNDING (JUN 1990)**

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$[to be determined by the Government]**. This allotment is for **\$[to be determined by the Government]** and covers the following estimated period of performance: **[to be determined]**.

(b) An additional amount of **\$[to be determined by the Government]** is obligated under this contract for payment of fee.

(End of clause)

#### **B.7 MINIMUM/MAXIMUM AMOUNT OF SUPPLIES OR SERVICES (COST REIMBURSEMENT) (GSFC 52.216-90) (APR 2008)**

(a) The minimum amount of supplies or services that shall be ordered during the effective period of this contract is \$2,000,000 (inclusive of fee). The maximum amount of supplies or services that may be ordered during the effective period of this contract is \$103,000,000 (inclusive of fee). All orders placed under this contract will be applied to

the minimum and maximum specified in this paragraph.

(b) The minimum amount is reached when the sum of the dollar amounts of all ordered supplies or services, except for any adjustments made pursuant to the Limitation of Cost or Limitation of Funds clause, equals or exceeds the minimum amount stated in paragraph (a).

(c) The maximum amount is reached when the sum of the dollar amounts of all ordered supplies or services, except for any adjustments made pursuant to the Limitation of Cost or Limitation of Funds clause, equals the maximum amount stated in paragraph (a).

(d) The maximum amount, if reached, precludes the issuance of further orders for supplies or services under this contract. However, reaching the maximum amount does not preclude adjustments to the dollar amounts of existing placed orders, for actions that are within the scope of the placed orders, and which are made pursuant to existing contract authority, such as the Changes clause.

(End of clause)

#### **B.8 SUPPLEMENTAL TASK ORDERING PROCEDURES (COST REIMBURSEMENT) (GSFC 52.216-91) (APR 2010)**

(a) When the Government issues a request for a “task plan” to the Contractor in accordance with the Clause entitled “Task Ordering Procedure” of this contract, the Contractor shall prepare its estimate of the labor hours, labor categories, indirect costs, and other direct costs required to perform the task order requirements. The Contractor shall use only those appropriate labor and indirect cost rates, which may be less than but shall not exceed the rates found in **Attachment (B), Direct Labor Rates, Indirect Rates and Fixed Fee Matrices**, to calculate the proposed estimated costs for all task orders issued in accordance with the “Task Ordering Procedure” clause of this contract.

(b) The Contractor’s proposed approach/pricing of the representative tasks set forth in its proposal for award of this contract shall be used as reference by the Contracting Officer in negotiating tasks with the Contractor which are issued under this contract, but only to the extent portions of a representative task are relevant to portions of a task actually issued.

(c) The Government and Contractor agree that the fixed fee percentage specified in Clause J.1, **Attachment (B), Direct Labor Rates, Indirect Rates and Fixed Fee Matrices** shall be used to calculate the fixed fee dollars on all task orders issued in accordance with the “Task Ordering Procedure” clause of this contract.

(End of clause)

#### **B.9 ESTIMATED COST INCREASES (GSFC 52.232-94) (DEC 2005)**

(a) The Contractor shall notify the Contracting Officer in writing when the Contractor has reason to believe that the total cost for performance of this contract, or any individual task order, exclusive of any fee, will be either greater or substantially less than the total estimated cost stated in this contract or in the task order. Notification shall not be delayed pending preparation of a proposal.

(b) A proposal is required to support a request for an increase in the estimated cost of the contract or the task order. The proposal should be submitted as soon as possible after the above notification but no later than 115 days before the incurred costs are expected to exceed the estimated cost. This will allow adequate time for the Government to evaluate the proposal and to mutually establish any increase in estimated cost with the Contractor.

(c)(1) The proposal shall be submitted in the following format unless some other format is directed or approved by the Contracting Officer:

Incurred costs to date  
Projected cost to completion  
Total cost at completion  
Current negotiated estimated cost  
Requested increase in estimated cost

(2) The “projected cost to completion” shall consist of the following “other than cost or pricing data” unless the Contracting Officer requests or approves the submittal of a greater or lesser amount of information:

(i) Elements of cost with supporting detail for estimated direct labor hours, direct and indirect rates, materials and subcontracts, and other elements.

(ii) Supporting explanation for the increases and projections, sufficient for the Government to understand the reasons for the increased estimated cost.

(End of clause)

**[END OF SECTION B]**



## **SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

### **C.1 SCOPE OF WORK**

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to perform the requirements set forth in the Computational and Information Science Technology Office – Scientific Computing and Technical Services (CISTO-SCTS) Statement of Work incorporated into this contract by Section J as Attachment A.

(End of clause)

### **C.2 LIMITED RIGHTS DATA OR RESTRICTED COMPUTER SOFTWARE (GSFC 52.227-90) (MAR 2008)**

In accordance with the delivery requirements of this contract, all software data rights shall be delivered in accordance with the Rights in Data – General clause, specified elsewhere in this contract, except for the following: **NONE**

(End of clause)

**[END OF SECTION C]**

## **SECTION D - PACKAGING AND MARKING**

### **D.1 1852.211-70 PACKAGING, HANDLING, AND TRANSPORTATION (SEP 2005)**

(a) The Contractor shall comply with NASA Procedural Requirements (NPR) 6000.1, ``Requirements for Packaging, Handling, and Transportation for Aeronautical and Space Systems, Equipment, and Associated Components'', as may be supplemented by the statement of work or specifications of this contract, for all items designated as Class I, II, or III.

(b) The Contractor's packaging, handling, and transportation procedures may be used, in whole or in part, subject to the written approval of the Contracting Officer, provided (1) the Contractor's procedures are not in conflict with any requirements of this contract, and (2) the requirements of this contract shall take precedence in the event of any conflict with the Contractor's procedures.

(c) The Contractor must place the requirements of this clause in all subcontracts for items that will become components of deliverable Class I, II, or III items.

(End of clause)

**[END OF SECTION D]**

## SECTION E - INSPECTION AND ACCEPTANCE

### **E.1 52.246-3 INSPECTION OF SUPPLIES – COST REIMBURSEMENT. (MAY 2001)**

### **E.2 52.246-5 INSPECTION OF SERVICES – COST REIMBURSEMENT. (APR 1984)**

### **E.3 1852.246-72 MATERIAL INSPECTION AND RECEIVING REPORT. (AUG 2003)**

(a) At the time of each delivery to the Government under this contract, the Contractor shall furnish a Material Inspection and Receiving Report (DD Form 250 series) prepared in an original copy and sufficient other copies to accomplish the following distribution:

(1) Via mail and marked “Advance Copy”, one copy each to the Contracting Officer, the Contracting Officer’s Technical Representative, and to the cognizant Administrative Contracting Officer, if any.

(2) Via mail, the original and 1 copy (unfolded) to the shipment address (delivery point) specified in Section F of this contract. Mark the exterior of the envelope “CONTAINS DD FORM 250”. This must arrive prior to the shipment

(3) With shipment in waterproof envelope (one copy) for the consignee.

(4) If the shipment address is not directly to the Goddard Space Flight Center (Greenbelt) central receiving areas, the one copy of the DD Form 250 must be provided (via mail) to one of the following addresses depending upon whether this contract is with GSFC Greenbelt:

Receiving and Inspection (Code 279), Goddard Space Flight Center,  
Greenbelt, MD 20771

(b) The Contractor shall prepare the DD Form 250 in accordance with NASA FAR Supplement 1846.6. The Contractor shall enclose the copies of the DD Form 250 in the package or seal them in a waterproof envelope, which shall be securely attached to the exterior of the package in the most protected location.

(c) When more than one package is involved in a shipment, the Contractor shall list on the DD Form 250, as additional information, the quantity of packages and the package numbers. The Contractor shall forward the DD Form 250 with the lowest numbered package of the shipment and print the words "CONTAINS DD FORM 250" on the package.

(End of clause)

**E.4 ACCEPTANCE—LOCATION(S) (GSFC 52.246-93) (APR 2008)**

The Contracting Officer or authorized representative will accomplish acceptance at the following location(s):

Authorized Item	Location	Representative
Monthly Status Reports	GSFC	Contracting Officer (CO), Contracting Officer's Technical Representative (COTR), Task Monitor (TM)
Scientific and Technical Information (STI)	As specified by individual task orders	COTR, TM
White Papers	As specified by individual task orders	COTR, TM
Monthly Highlights	GSFC	COTR
Notice of Estimated Cost Increases	GSFC	CO, COTR, TM
Final Task Order Report	GSFC	CO, COTR, TM
Foreign Travel Requests and Foreign Travel Reports	GSFC	CO
NASA Financial Management Reports (533M and 533Q)	GSFC	CO, COTR, Resource Analyst (RA), Finance Office (Code 155.0)
Requests for Government Property	GSFC	CO
New Technology Reports	GSFC	New Technology Representative
Reporting of Inventions	GSFC	CO
Safety and Health Reporting	GSFC	CO and Code 350
Personal Identity Verification Documentation and Reporting	GSFC	COTR and Code 240
Equal Opportunity Reports	GSFC	CO
Insurance Notification	GSFC	CO
Subcontract Notification	GSFC	CO
IT Security Management Plan	GSFC	CO
Contract Historical Data	GSFC	CO
Capital Personal Property Reporting	GSFC	CO and Property Administrator, NASA Industrial Property Office.

The Contracting Officer or authorized representative will accomplish acceptance at NASA/Goddard Space Flight Center or other locations as specified in individual task orders. For the purpose of this clause, the Contracting Officer's Technical Representative named in this contract is the authorized representative. The Contracting Officer reserves the right to unilaterally designate a different Government agent as the authorized representative. The Contractor will be notified by a written notice or by a copy of the delegation of authority if different representative is designated.

(End of clause)

#### **E.5 MATERIAL INSPECTION AND RECEIVING REPORT NOT REQUIRED (GSFC 52.246-94) (APR 1989)**

NASA FAR Supplement clause 18-52.246-72 of this contract requires the furnishing of a Material Inspection and Receiving Report (MIRR) (DD Form 250 series) at the time of each delivery under this contract. However, a MIRR is not required for the following paper/electronic deliverables:

- Clause B.1 Items 2-23 and as specified in individual task orders.

(End of clause)

#### **E.6 INSPECTION SYSTEM RECORDS (GSFC 52.246-102) (OCT 1988)**

The Contractor shall maintain records evidencing inspections in accordance with the Inspection clause of this contract for five (5) years after delivery of all items and/or completion of all services called for by the contract.

(End of clause)

#### **E.7 CLAUSES INCORPORATED BY REFERENCE -- SECTION E**

Clause(s) E.1 and E.2 at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of text)

**[END OF SECTION E]**

## SECTION F - DELIVERIES AND PERFORMANCE

### F.1 EFFECTIVE ORDERING PERIOD-TASK ORDERS

The Government may issue task orders for a period of five (5) years from the contract effective date of **TBD**. New Task Orders shall not be issued after the expiration of the effective ordering period.

(End of text)

### F.2 52.242-15 STOP-WORK ORDER (AUG 1989) - ALTERNATE I (APR 1984)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Termination clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if-

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

**F.3 52.247-34 F.O.B. DESTINATION. (NOV 1991)**

(a) The term "f.o.b. destination," as used in this clause, means-

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall-

(1)(i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

(End of clause)

#### **F.4 PLACE OF PERFORMANCE - SERVICES**

The services to be performed under this contact shall be performed at the following location(s): NASA Goddard Space Flight Center, the Contractor's off-site facilities.

(End of text)

#### **F.5 SHIPPING INSTRUCTIONS--CENTRAL RECEIVING (GSFC 52.247-94) (JUN 2006)**

Shipments of the items required under this contract shall be to:

Receiving Officer  
Building 16W  
Code 279  
Goddard Space Flight Center  
Greenbelt, Maryland 20771

Marked for:

Technical Officer: Thomas Schardt Code: 606.2  
Building: 28 Room: S201  
Contract No. **TBD**  
Item(s) No. **TBD**

Or

Contract Specialist: Keith Long  
Building 22 Room 112  
Contract No. **TBD**  
Item(s) No. **TBD**

Or as specified in individual task orders.

Compliance with this clause is necessary to assure verification of delivery and acceptance and prompt payment.

(End of clause)

[END OF SECTION F]



## **SECTION G - CONTRACT ADMINISTRATION DATA**

### **G.1 1852.216-75 PAYMENT OF FIXED FEE (DEC 1988)**

### **G.2 1852.227-70 NEW TECHNOLOGY (MAY 2002)**

### **G.3 1852.242-71 TRAVEL OUTSIDE OF THE UNITED STATES (DEC 1988)**

### **G.4 1852.216-87 SUBMISSION OF VOUCHERS FOR PAYMENT. (MAR 1998)**

(a) The designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract is indicated below. Public vouchers for payment of costs shall include a reference to the number of this contract.

(b) (1) If the contractor is authorized to submit interim cost vouchers directly to the NASA paying office, the original voucher should be submitted to:

NASA Shared Services Center (NSSC),  
Financial Management Division (FMD) – Accounts Payable,  
Bldg 1111, C. Road, Stennis Space Center, MS 39529  
Fax: 1-866-209-5415  
Email: [NSSC-AccountsPayable@nasa.gov](mailto:NSSC-AccountsPayable@nasa.gov).

(2) For any period that the Defense Contract Audit Agency has authorized the Contractor to submit interim cost vouchers directly to the Government paying office, interim vouchers are not required to be sent to the Auditor, and are considered to be provisionally approved for payment, subject to final audit.

(3) Copies of vouchers should be submitted as directed by the Contracting Officer.

(c) If the contractor is not authorized to submit interim cost vouchers directly to the paying office as described in paragraph (b), the contractor shall prepare and submit vouchers as follows:

(1) One original Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment to:

[Offerors: Please insert your appropriate DCAA mailing office address]

(2) RESERVED

(3) The Contracting Officer may designate other recipients as required.

(d) Public vouchers for payment of fee shall be prepared similarly to the procedures in

paragraphs (b) or (c) of this clause, whichever is applicable, and be forwarded to:

NASA Shared Services Center (NSSC),  
Financial Management Division (FMD) – Accounts Payable,  
Bldg 1111, C. Road, Stennis Space Center, MS 39529  
Fax: 1-866-209-5415  
Email: [NSSC-AccountsPayable@nasa.gov](mailto:NSSC-AccountsPayable@nasa.gov).

This is the designated billing office for fee vouchers for purposes of the Prompt Payment clause of this contract.

(e) In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate voucher for the amount withheld will be required before payment for that amount may be made.

(End of clause)

**G.5 1852.227-72 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE. (JUL 1997)**

(a) For purposes of administration of the clause of this contract entitled "New Technology" or "Patent Rights - Ownership by the Contractor," whichever is included, the following named representatives are hereby designated by the Contracting Officer to administer such clause:

New Technology Representative  
Code 504, NASA Goddard Space Flight Center

Patent Representative  
Code 140.1, NASA Goddard Space Flight Center

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquires or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights - Ownership by the Contractor" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

(End of clause)

**G.6 1852.242-73 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING (NOV 2004)**

(a) The Contractor shall submit NASA Contractor Financial Management Reports on NASA Forms 533 in accordance with the instructions in NASA Procedures and Guidelines (NPR) 9501.2, NASA Contractor Financial Management Reporting, and on the reverse side of the forms, as supplemented in the Schedule of this contract. The detailed reporting categories to be used, which shall correlate with technical and schedule reporting, shall be set forth in the Schedule. Contractor implementation of reporting requirements under this clause shall include NASA approval of the definitions of the content of each reporting category and give due regard to the Contractor's established financial management information system.

(b) Lower level detail used by the Contractor for its own management purposes to validate information provided to NASA shall be compatible with NASA requirements.

(c) Reports shall be submitted in the number of copies, at the time, and in the manner set forth in the Schedule or as designated in writing by the Contracting Officer. Upon completion and acceptance by NASA of all contract line items, the Contracting Officer may direct the Contractor to submit Form 533 reports on a quarterly basis only, report only when changes in actual cost occur, or suspend reporting altogether.

(d) The Contractor shall ensure that its Form 533 reports include accurate subcontractor cost data, in the proper reporting categories, for the reporting period.

(e) If during the performance of this contract NASA requires a change in the information or reporting requirements specified in the Schedule, or as provided for in paragraph (a) or (c) of this clause, the Contracting Officer shall effect that change in accordance with the Changes clause of this contract.

(End of clause)

#### **G.7 1852.245-70 CONTRACTOR REQUESTS FOR GOVERNMENT-PROVIDED EQUIPMENT (JAN 2011)**

(a) The Contractor shall provide all property required for the performance of this contract. The Contractor shall not acquire or construct items of property to which the Government will have title under the provisions of this contract without the Contracting Officer's written authorization. Property which will be acquired as a deliverable end item as material or as a component for incorporation into a deliverable end item is exempt from this requirement. Property approved as part of the contract award or specifically required within the statement of work is exempt from this requirement.

(b)(1) In the event the Contractor is unable to provide the property necessary for performance, and the Contractor requests provision of property by the Government, the Contractor's request shall -

(i) Justify the need for the property;

(ii) Provide the reasons why contractor-owned property cannot be used;

(iii) Describe the property in sufficient detail to enable the Government to screen its inventories for available property or to otherwise acquire property, including applicable manufacturer, model, part, catalog, National Stock Number or other pertinent identifiers;

(iv) Combine requests for quantities of items with identical descriptions and estimated values when the estimated values do not exceed \$100,000 per unit; and

(v) Include only a single unit when the acquisition or construction value equals or exceeds \$100,000.

(2) Contracting Officer authorization is required for items the Contractor intends to manufacture as well as those it intends to purchase.

(3) The Contractor shall submit requests to the Contracting Officer no less than 30 days in advance of the date the Contractor would, should it receive authorization, acquire or begin fabrication of the item.

(c) The Contractor shall maintain copies of Contracting Officer authorizations, appropriately cross-referenced to the individual property record, within its property management system.

(d) Property furnished from Government excess sources is provided as-is, where-is. The Government makes no warranty regarding its applicability for performance of the contract or its ability to operate. Failure of property obtained from Government excess sources under this clause is insufficient reason for submission of requests for equitable adjustments discussed in the clause at FAR 52.245-1, Government Property, as incorporated in this contract.

(End of clause)

#### **G.8 1852.245-71 INSTALLATION - ACCOUNTABLE GOVERNMENT PROPERTY (JAN 2011)**

(a) The Government property described in paragraph (c) of this clause may be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property unless authorized by the Contracting Officer under (b)(1)(iv). Under this clause, the Government retains accountability for, and title to, the property, and the Contractor shall comply with the following:

(1) NASA Procedural Requirements (NPR) 4100.1, NASA Materials Inventory Management Manual;

- (2) NASA Procedural Requirements (NPR) 4200.1, NASA Equipment Management Procedural Requirements;
- (3) NASA Procedural Requirement (NPR) 4300.1, NASA Personal Property Disposal Procedural Requirements;
- (4) Notify the cognizant property custodian, COTR, and the Installation Security Officer immediately if theft of Government property is suspected or property cannot be located
- (5) Identify Government property equipment that is no longer considered necessary for performance of the contract.
- (6) Ensure that equipment is turned in to the Property Disposal Officer through the cognizant property custodian when no longer needed. This is the only acceptable procedure for disposal of Government property.
- (7) Do not relocate Government property within Government premises or remove Government property from Government premises without written approval.
- (8) Ensure that Government property, including property leased to the Government, is used only for the purposes of performing the contract.
- (9) Ensure that Government property is protected and conserved.

Property not recorded in NASA property systems must be managed in accordance with the requirements of the clause at FAR 52.245-1, as incorporated in this contract.

The Contractor shall establish and adhere to a system of written procedures to assure continued, effective management control and compliance with these user responsibilities. In accordance with FAR 52.245-1(h)(1) the contractor shall be liable for property lost, damaged, destroyed or stolen by the contractor or their employees when determined responsible by a NASA Property Survey Board, in accordance with the NASA guidance in this clause.

(b)(1) The official accountable recordkeeping, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished within NASA management information systems prescribed by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the Contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:

- (i) The Contractor's purchase order shall require the vendor to deliver the property to the installation central receiving area.
- (ii) The Contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area.

(iii) The Contractor shall establish a record for Government titled property as required by FAR 52.245-1, as incorporated in this contract, and shall maintain that record until accountability is accepted by the Government.

(iv) Contractor use of Government property at an off-site location and off-site subcontractor use requires advance approval of the Contracting Officer and notification of the Industrial Property Officer. The property shall be considered Government furnished and the Contractor shall assume accountability and financial reporting responsibility. The Contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR 52.245-1, Government Property (as incorporated in this contract), until its return to the installation. NASA Procedural Requirements related to property loans shall not apply to offsite use of property by contractors.

(2) After transfer of accountability to the Government, the Contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) of this clause and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the Contracting Officer.

(c) The following property and services are provided if checked:

(1) Office space, work area space, and utilities. Government telephones are available for official purposes only.

(2) Office furniture.

(3) Property is listed in Clause J.1 – Attachment J, and will be listed in Task Orders, if applicable.

(i) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records.

(ii) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.

(4) Supplies from stores stock.

(5) Publications and blank forms stocked by the installation.

(6) Safety and fire protection for Contractor personnel and facilities.

(7) Installation service facilities: **Agency Consolidated End-user Services (ACES)**

(8) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.

(9) Cafeteria privileges for Contractor employees during normal operating hours.

(10) Building maintenance for facilities occupied by Contractor personnel.

(11) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services may be provided on-site, as approved by the Contracting Officer.

(End of clause)

**G.9 1852.245-73 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (JAN 2011)**

(a) The Contractor shall submit annually a NASA Form (NF) 1018, NASA Property in the Custody of Contractors, in accordance with this clause, the instructions on the form and NFS subpart 1845.71, and any supplemental instructions for the current reporting period issued by NASA.

(b)(1) Subcontractor use of NF 1018 is not required by this clause; however, the Contractor shall include data on property in the possession of subcontractors in the annual NF 1018.

(2) The Contractor shall mail the original signed NF 1018 directly to the NASA Goddard Space Flight Center (GSFC) General Accounting Department, General Ledger Section, Code 157 Greenbelt, MD 20771, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(3) One copy shall be submitted (through the Department of Defense (DOD) Property Administrator if contract administration has been delegated to DOD) to the following address: **NASA Goddard Space Flight Center, Supply and Equipment Management Branch, Code 273, Greenbelt, MD 20771**, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(c)(1) The annual reporting period shall be from October 1 of each year through September 30 of the following year. The report shall be submitted in time to be received by October 15. The information contained in these reports is entered into the NASA accounting system to reflect current asset values for agency financial statement purposes. Therefore, it is essential that required reports be received no later than October 15. Some activity may be estimated for the month of September, if necessary, to ensure the NF 1018 is received when due. However, contractors' procedures must document the process for developing these estimates based on planned activity such as planned purchases or NASA Form 533 (NF 533 Contractor Financial Management Report) cost estimates. It should be supported and documented by historical experience or other corroborating evidence, and be retained in accordance with FAR Subpart 4.7, Contractor Records Retention. Contractors shall validate the reasonableness of the estimates and associated methodology by comparing them to the actual activity once that data is available, and adjust them accordingly. In addition, differences between the estimated cost and actual cost must be adjusted during the next reporting period. Contractors shall have formal policies and procedures, which address the validation of NF 1018 data, including data from subcontractors, and the identification and timely reporting of errors. The objective of this validation is to ensure that information reported is accurate and in compliance with the NASA FAR Supplement. If errors are discovered on NF 1018 after submission, the contractor shall contact the cognizant NASA Center Industrial Property Officer (IPO)

within 30 days after discovery of the error to discuss corrective action.

(2) The Contracting Officer may, in NASA's interest, withhold payment until a reserve not exceeding \$25,000 or 5 percent of the amount of the contract, whichever is less, has been set aside, if the Contractor fails to submit annual NF 1018 reports in accordance with NFS subpart 1845.71 and any supplemental instructions for the current reporting period issued by NASA. Such reserve shall be withheld until the Contracting Officer has determined that NASA has received the required reports. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

(d) A final report shall be submitted within 30 days after disposition of all property subject to reporting when the contract performance period is complete in accordance with paragraph (b)(1) through (3) of this clause.

(End of clause)

#### **G.10 1852.245-74 IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (JAN 2011)**

(a) The Contractor shall identify all equipment to be delivered to the Government using NASA Technical Handbook (NASA-HDBK) 6003, Application of Data Matrix Identification Symbols to Aerospace Parts Using Direct Part Marking Methods/Techniques, and NASA Standard (NASA-STD) 6002, Applying Data Matrix Identification Symbols on Aerospace Parts or through the use of commercial marking techniques that: (1) are sufficiently durable to remain intact through the typical lifespan of the property; and, (2) contain the data and data format required by the standards. This requirement includes deliverable equipment listed in the schedule and other equipment when no longer required for contract performance and NASA directs physical transfer to NASA or a third party. The Contractor shall identify property in both machine and human readable form unless the use of a machine readable-only format is approved by the NASA Industrial Property Officer.

(b) Equipment shall be marked in a location that will be human readable, without disassembly or movement of the equipment, when the items are placed in service unless such placement would have a deleterious effect on safety or on the item's operation.

(c) Concurrent with equipment delivery or transfer, the Contractor shall provide the following data in an electronic spreadsheet format:

(1) Item Description.

(2) Unique Identification Number (License Tag).

(3) Unit Price.



- (4) An explanation of the data used to make the unique identification number.
- (d) For equipment no longer needed for contract performance and physically transferred under paragraph (a) of this clause, the following additional data is required:

- (1) Date originally placed in service.
- (2) Item condition.

(e) The data required in paragraphs (c) and (d) of this clause shall be delivered to the NASA center receiving activity listed below:

NASA Goddard Space Flight Center  
Building 16W, Code 279  
Greenbelt, MD 20771

(f) The contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts that require delivery of equipment.

(End of clause)

#### **G.11 1852.245-75 PROPERTY MANAGEMENT CHANGES (JAN 2011)**

(a) The Contractor shall submit any changes to standards and practices used for management and control of Government property under this contract to the assigned property administrator prior to making the change whenever the change -

- (1) Employs a standard that allows increase in thresholds or changes the timing for reporting loss, damage, or destruction of property;
- (2) Alters physical inventory timing or procedures;
- (3) Alters recordkeeping practices;
- (4) Alters practices for recording the transport or delivery of Government property; or
- (5) Alters practices for disposition of Government property.

(End of clause)

#### **G.12 LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245-1 (1852.245-76) (JAN 2011)**

For performance of work under this contract, the Government will make available Government property identified on a task by task basis within the Task Order issued, if

applicable, on a no charge-for-use basis pursuant to the clause at FAR 52.245-1, Government Property, as incorporated in this contract. The Contractor shall use this property in the performance of this contract at NASA Goddard Space Flight Center and at other location(s) as may be approved by the Contracting Officer. Under FAR 52.245-1, the Contractor is accountable for the identified property.

(End of clause)

**G.13 1852.245-78 PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY (JAN 2011)**

(a) In addition to physical inventory requirements under the clause at FAR 52.245-1, Government Property, as incorporated in this contract, the Contractor shall conduct annual physical inventories for individual property items with an acquisition cost exceeding \$100,000.

(1) The Contractor shall inventory -

(I) Items of property furnished by the Government;

(ii) Items acquired by the Contractor and titled to the Government under the clause at FAR 52.245-1;

(iii) Items constructed by the Contractor and not included in the deliverable, but titled to the Government under the clause at FAR 52.245-1; and

(iv) Complete but undelivered deliverables.

(2) The Contractor shall use the physical inventory results to validate the property record data, specifically location and use status, and to prepare summary reports of inventory as described in paragraph (c) of this clause.

(b) Unless specifically authorized in writing by the Property Administrator, the inventory shall be performed and posted by individuals other than those assigned custody of the items, responsibility for maintenance, or responsibility for posting to the property record. The Contractor may request a waiver from this separation of duties requirement from the Property Administrator, when all of the conditions in either (1) or (2) of this paragraph are met.

(1) The Contractor utilizes an electronic system for property identification, such as a laser bar-code reader or radio frequency identification reader, and

(i) The programs or software preclude manual data entry of inventory identification data by the individual performing the inventory; and

(ii) The inventory and property management systems contain sufficient management controls to prevent tampering and assure proper posting of collected inventory data.

(2) The Contractor has limited quantities of property, limited personnel, or limited property systems; and the Contractor provides written confirmation that the Government property exists in the recorded condition and location;

(3) The Contractor shall submit the request to the cognizant property administrator and obtain approval from the property administrator prior to implementation of the practice.

(c) The Contractor shall report the results of the physical inventory to the property administrator within 10 calendar days of completion of the physical inventory. The report shall -

(1) Provide a summary showing number and value of items inventoried; and

(2) Include additional supporting reports of -

(i) Loss in accordance with the clause at 52.245-1, Government Property;

(ii) Idle property available for reuse or disposition; and

(iii) A summary of adjustments made to location, condition, status, or user as a result of the physical inventory reconciliation.

(d) The Contractor shall retain auditable physical inventory records, including records supporting transactions associated with inventory reconciliation. All records shall be subject to Government review and/or audit.

(End of clause)

#### **G.14 1852.245-82 OCCUPANCY MANAGEMENT REQUIREMENTS (JAN 2011)**

(a) In addition to the requirements of the clause at FAR 52.245-1, Government Property, as included in this contract, the Contractor shall comply with the following in performance of work in and around Government real property:

(1) NPD 8800.14, Policy for Real Property Management.

(2) NPR 8831.2, Facility Maintenance Management.

(b) The Contractor shall obtain the written approval of the Contracting Officer before installing or removing Contractor-owned property onto or into any Government real property or when movement of Contractor-owned property may damage or destroy

Government-owned property. The Contractor shall restore damaged property to its original condition at the Contractor's expense.

(c) The Contractor shall not acquire, construct or install any fixed improvement or structural alterations in Government buildings or other real property without the advance, written approval of the Contracting Officer. Fixed improvement or structural alterations, as used herein, means any alteration or improvement in the nature of the building or other real property that, after completion, cannot be removed without substantial loss of value or damage to the premises. Title to such property shall vest in the Government.

(d) The Contractor shall report any real property or any portion thereof when it is no longer required for performance under the contract, as directed by the Contracting Officer.

(End of Clause)

#### **G.15 FINANCIAL MANAGEMENT REPORTING (GSFC 52.242-90)(JUN 2012)**

(a) Requirements. This clause provides the supplemental instructions referred to in NASA FAR Supplement (NFS) clause 1852.242-73. The NFS clause and NASA Procedural Requirements (NPR) 9501.2E, "NASA Contractor Financial Management Reporting", establish report due dates and other financial management reporting requirements. NPR 9501.2E permits withholding of payment for noncompliance.

(b) Supplemental instructions. (1) Monthly (NF 533M) reports are required. Quarterly (NF 533Q) reports are also required. The reporting structure shall be in accordance with Attachment C of Section J of this contract.

(2) As stated in NPR 9501.2E, NASA strongly encourages electronic contractor cost reporting. The preferred formats are Excel and Adobe. Contact the Contracting Officer for any E-Mail addresses that are not provided or which become noncurrent.

Distribution shall be as follows:

Contract Specialist, Code 210.5  
E-Mail: Keith.Long@nasa.gov

Contracting Officer's Technical Representative, Code 606.2  
E-Mail: Thomas.D.Schardt@nasa.gov

Resources Analyst, Code 606.0  
E-Mail: Debbie.J.Williams@nasa.gov

Regional Finance Office Cost Team, Code 155  
E-Mail: GSFC-rfocateam@lists.nasa.gov

Administrative Contracting Officer (if delegated)

(c) Web site. NPR 9501.2E, “NASA Contractor Financial Management Reporting”:

<http://nodis3.gsfc.nasa.gov/displayDir.cfm?t=NPR&c=9501&s=2E>

(End of clause)

**G.16 PROPERTY CLAUSE APPLICABILITY—ON-SITE AND OFF-SITE (GSFC 52.245-96) (MAR 2011)**

(a) Performance of this contract requires that Contractor personnel and any furnished and/or acquired Government property be located at both Government controlled and managed premises (on-site) and at Contractor controlled and managed premises (off-site). The requirements for control and accountability of Government property differ depending upon the location of the property. The applicability of the clauses in this contract to on-site and to off-site locations is indicated below.

(b) Clauses applicable to both on-site and off-site locations.

FAR clause 52.245-1, “Government Property”

FAR clause 52.245-9, “Use and Charges”

NASA FAR Supplement clause 1852.245-70, “Contractor Requests for Government-Provided Equipment”

NASA FAR Supplement clause 1852.245-72, “Liability for Government Property Furnished for Repair or Other Services”

NASA FAR Supplement clause 1852.245-74, “Identification and Marking of Government Equipment”

NASA FAR Supplement clause 1852.245-75, “Property Management Changes”

NASA FAR Supplement clause 1852.245-78, “Physical Inventory of Capital Personal Property”

NASA FAR Supplement clause 1852.245-79, “Records and Disposition Reports for Government Property with Potential Historic or Significant Real Value”

NASA FAR Supplement clause 1852.245-83, “Real Property Management Requirements”

(c) Clauses applicable only to off-site locations.

NASA FAR Supplement clause 1852.245-73, "Financial Reporting of NASA Property in the Custody of Contractors"

NASA FAR Supplement clause 1852.245-76, "List of Government Property Furnished Pursuant to FAR 52.245-1"

(d) Clauses applicable only to on-site locations.

FAR clause 52.245-2, "Government Property Installation Operation Services"

NASA FAR Supplement clause 1852.245-71, "Installation-Accountable Government Property"

NASA FAR Supplement clause 1852.245-77, "List of Government Property Furnished Pursuant to FAR 52.245-2"

NASA FAR Supplement clause 1852.245-82, "Occupancy Management Requirements"

GSFC clause 52.245-93, "Reports of Contractor Acquired Government Property"

(End of clause)

## **G.17 INDIVIDUALS AUTHORIZED TO ISSUE ORDERS**

The following personnel are authorized to issue orders under this contract. All designated personnel are employed by the NASA Goddard Space Flight Center unless otherwise indicated:

**Contracting Officer, Code 210.Y**

(End of text)

## **G.18 CLAUSES INCORPORATED BY REFERENCE -- SECTION G**

Clause(s) G.1 through G.3 at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of text)

**[END OF SECTION G]**

## **SECTION H – SPECIAL CONTRACT REQUIREMENTS**

### **H.1 1852.208-81 RESTRICTIONS ON PRINTING AND DUPLICATING (NOV 2004)**

### **H.2 1852.209-71 LIMITATION OF FUTURE CONTRACTING. (DEC 1988)**

(a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is invited to FAR Subpart 9.5--Organizational Conflicts of Interest.

(b) The nature of this conflict, in general terms, is:

The Contractor may gain access to proprietary information of other contractors' which would give rise to an unequal access OCI. The contractor may be tasked to develop statements of work and specifications that may be incorporated into a solicitation, which would create a biased ground rules type of OCI. The Contractor may evaluate offers for products or services in support of the CISTO and NCCS, which could create an impaired objectivity type of OCI of interest.

(c) The restrictions upon future contracting are as follows:

(1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing NASA contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). NASA shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

(2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as the data remains proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

(End of clause)

### **H.3 1852.216-80 TASK ORDERING PROCEDURE (OCTOBER 1996)**

(a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or

expressly authorized by the Contracting Officer.

(b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:

- (1) A functional description of the work identifying the objectives or results desired from the contemplated task order.
- (2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.
- (3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within fourteen (14) calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

- (1) Date of the order.
- (2) Contract number and order number.
- (3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.
- (4) Performance standards, and where appropriate, quality assurance standards.
- (5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.
- (6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.
- (7) Delivery/performance schedule including start and end dates.
- (8) If contract funding is by individual task order, accounting and appropriation data.

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within three (3) calendar days after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

(h) In the event of a conflict between the requirements of the task order and the



Contractor's approved task plan, the task order shall prevail.

(End of clause)

#### **H.4 1852.223-70 SAFETY AND HEALTH (APR 2002)**

(a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. NASA's safety priority is to protect: (1) the public, (2) astronauts and pilots, (3) the NASA workforce (including contractor employees working on NASA contracts), and (4) high-value equipment and property.

(b) The Contractor shall take all reasonable safety and occupational health measures in performing this contract. The Contractor shall comply with all Federal, State, and local laws applicable to safety and occupational health and with the safety and occupational health standards, specifications, reporting requirements, and any other relevant requirements of this contract.

(c) The Contractor shall take, or cause to be taken, any other safety, and occupational health measures the Contracting Officer may reasonably direct. To the extent that the Contractor may be entitled to an equitable adjustment for those measures under the terms and conditions of this contract, the equitable adjustment shall be determined pursuant to the procedures of the changes clause of this contract; provided, that no adjustment shall be made under this Safety and Health clause for any change for which an equitable adjustment is expressly provided under any other clause of the contract.

(d) The Contractor shall immediately notify and promptly report to the Contracting Officer or a designee any accident, incident, or exposure resulting in fatality, lost-time occupational injury, occupational disease, contamination of property beyond any stated acceptable limits set forth in the contract Schedule; or property loss of \$25,000 or more, or Close Call (a situation or occurrence with no injury, no damage or only minor damage (less than \$1,000) but possesses the potential to cause any type mishap, or any injury, damage, or negative mission impact) that may be of immediate interest to NASA, arising out of work performed under this contract. The Contractor is not required to include in any report an expression of opinion as to the fault or negligence of any employee. In addition, service contractors (excluding construction contracts) shall provide quarterly reports specifying lost-time frequency rate, number of lost-time injuries, exposure, and accident/incident dollar losses as specified in the contract Schedule.

(e) The Contractor shall investigate all work-related incidents, accidents, and Close Calls, to the extent necessary to determine their causes and furnish the Contracting Officer a report, in such form as the Contracting Officer may require, of the investigative findings and proposed or completed corrective actions.

(f) (1) The Contracting Officer may notify the Contractor in writing of any noncompliance with this clause and specify corrective actions to be taken. When the

Contracting Officer becomes aware of noncompliance that may pose a serious or imminent danger to safety and health of the public, astronauts and pilots, the NASA workforce (including contractor employees working on NASA contracts), or high value mission critical equipment or property, the Contracting Officer shall notify the Contractor orally, with written confirmation. The Contractor shall promptly take and report any necessary corrective action.

(2) If the Contractor fails or refuses to institute prompt corrective action in accordance with subparagraph (f) (1) of this clause, the Contracting Officer may invoke the stop-work order clause in this contract or any other remedy available to the Government in the event of such failure or refusal.

(g) The Contractor (or subcontractor or supplier) shall insert the substance of this clause, including this paragraph (g) and any applicable Schedule provisions and clauses, with appropriate changes of designations of the parties, in all solicitations and subcontracts of every tier, when one or more of the following conditions exist:

(1) The work will be conducted completely or partly on premises owned or controlled by the Government.

(2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.

(3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).

(4) When the Contractor (or subcontractor or supplier) determines that the assessed risk and consequences of a failure to properly manage and control the hazard(s) warrants use of the clause.

(h) The Contractor (or subcontractor or supplier) may exclude the provisions of paragraph (g) from its solicitation(s) and subcontract(s) of every tier when it determines that the clause is not necessary because the application of the OSHA and DOT (if applicable) regulations constitute adequate safety and occupational health protection. When a determination is made to exclude the provisions of paragraph (g) from a solicitation and subcontract, the Contractor must notify and provide the basis for the determination to the Contracting Officer. In subcontracts of every tier above the micro-purchase threshold for which paragraph (g) does not apply, the Contractor (or subcontractor or supplier) shall insert the substance of paragraphs (a), (b), (c), and (f) of this clause).

(i) Authorized Government representatives of the Contracting Officer shall have access to

and the right to examine the sites or areas where work under this contract is being performed in order to determine the adequacy of the Contractor's safety and occupational health measures under this clause.

(j) The contractor shall continually update the safety and health plan when necessary. In particular, the Contractor shall furnish a list of all hazardous operations to be performed, and a list of other major or key operations required or planned in the performance of the contract, even though not deemed hazardous by the Contractor. NASA and the Contractor shall jointly decide which operations are to be considered hazardous, with NASA as the final authority. Before hazardous operations commence, the Contractor shall submit for NASA concurrence -

- (1) Written hazardous operating procedures for all hazardous operations; and/or
- (2) Qualification standards for personnel involved in hazardous operations.

(End of clause)

#### **H.5 1852.223-75 MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002)**

(a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. Safety is essential to NASA and is a material part of this contract. NASA's safety priority is to protect: (1) the public; (2) astronauts and pilots; (3) the NASA workforce (including contractor employees working on NASA contracts); and (4) high-value equipment and property. A major breach of safety may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this contract, including termination for default. A major breach of safety must be related directly to the work on the contract. A major breach of safety is an act or omission of the Contractor that consists of an accident, incident, or exposure resulting in a fatality or mission failure; or in damage to equipment or property equal to or greater than \$1 million; or in any "willful" or "repeat" violation cited by the Occupational Safety and Health Administration (OSHA) or by a state agency operating under an OSHA approved plan.

(b) Security is the condition of safeguarding against espionage, sabotage, crime (including computer crime), or attack. A major breach of security may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this contract, including termination for default. A major breach of security may occur on or off Government installations, but must be related directly to the work on the contract. A major breach of security is an act or omission by the Contractor that results in compromise of classified information, illegal technology transfer, workplace violence resulting in criminal conviction, sabotage, compromise or denial of information technology services, equipment or property damage from vandalism greater than \$250,000, or theft greater than \$250,000.

(c) In the event of a major breach of safety or security, the Contractor shall report the breach to the Contracting Officer. If directed by the Contracting Officer, the Contractor shall conduct its own investigation and report the results to the Government. The Contractor shall cooperate with the Government investigation, if conducted.

(End of clause)

#### **H.6 1852.225-70 EXPORT LICENSES (FEB 2000)**

(a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

(b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at NASA Goddard Space Flight Center, where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of clause)

#### **H.7 1852.242-72 OBSERVANCE OF LEGAL HOLIDAYS (AUG 1992) -- ALTERNATE II (OCT 2000)**

(a) The on-site Government personnel observe the following holidays:

New Year's Day

Labor Day

Martin Luther King, Jr.'s Birthday

Columbus Day

President's Day

Veterans Day

Memorial Day

Thanksgiving Day

Independence Day

Christmas Day

Any other day designated by Federal statute, Executive order, or the President's

proclamation.

(b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.

(c) When the NASA installation grants administrative leave to its Government employees (e.g., as a result of inclement weather, potentially hazardous conditions, or other special circumstances), Contractor personnel working on-site should also be dismissed. However, the contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative.

(d) Whenever administrative leave is granted to Contractor personnel pursuant to paragraph (c) of this clause, it shall be without loss to the Contractor. The cost of salaries and wages to the Contractor for the period of any such excused absence shall be a reimbursable item of cost under this contract for employees in accordance with the Contractor's established accounting policy.

(End of clause)

#### **H.8 CONTRACTOR PERSONNEL—IDENTIFICATION, ONSITE REPORTING, AND CHECKOUT PROCEDURES (GSFC 52.204-99) (SEPT 2008)**

(a) In accordance with FAR 52.204-9, Personal Identity Verification of Contractor Personnel, the Contractor shall follow Steps 1 through 7 described in Attachment L, Personal Identity Verification (PIV) Card Issuance Procedures, for each contract employee (prime and subcontractor) who will have physical access to a NASA-controlled facility (also referred to as “onsite”). The Contractor must apply for permanent NASA/GSFC PIV cards for those contract employees who will be employed by the Contractor onsite for at least six months. The GSFC Security Division will consider permanent PIV cards for other employees of the Contractor on a case-by-case basis, such as employees that are not resident onsite, but must frequently visit. In the future, upon written notice from the Contracting Officer, the Contractor shall follow Steps 1 through 7 in Attachment L for each offsite contract employee (prime and subcontractor) who requires remote access to a NASA information system for contract performance.

(b) The Contractor shall notify the GSFC Security Division, Code 240, Attention: PIV Manager, and the Contracting Officer’s Technical Representative (COTR) of the contractor’s designated PIV Requester within 15 calendar days after award of this contract. The NASA maintained PIV system contains work and home location and contact information for personnel that have permanent NASA PIV cards. The Contractor may contact the PIV Manager, Tel 301-286-2306 for assistance regarding the PIV system.

(c) Each contract employee shall provide to the Contractor's designated PIV Requester the basic identifying information required for a PIV Request to be initiated in the PIV System. The PIV Request must be approved by the PIV Sponsor (COTR or the Contracting Officer). The COTR will resolve any housing or access issues, and review the request for accuracy and completeness. Requests that are approved by the PIV Sponsor will be forwarded to the GSFC Security Division, Code 240, PIV Authorization, Badge enrollment, and Badge issuance.

(d) The Contractor shall submit an annotated PIV Report each month. The GSFC PIV Manager will furnish a PIV printout to the Contractor no later than the end of each month. The Contractor shall annotate this provided report monthly to correct and update the information as follows:

- (1) Draw a line through the names of employees who are no longer employed by the contractor or that no longer work onsite under the contract, and;
- (2) Make handwritten changes to any other incorrect data.

The annotated PIV Report shall be separately submitted to the GSFC Security Division, Code 240, Attention: PIV Manager, and to the COTR by the 10th calendar day of the month.

For the final PIV Report under the contract, the GSFC PIV Manager will furnish a PIV printout to the Contractor no later than two weeks prior to the end of the contract. The Contractor shall submit its annotated final PIV Report no later than 3 days prior to the end of the contract.

If this is a follow-on contract, at the end of the phase-in period (if any)/start of the basic contract period, the GSFC Security Division will provide the Contractor a copy of the final PIV Report from the previous contract. The Contractor shall review the list and redline it as necessary to reflect its employees requiring PIV cards. The redlined list shall be provided the GSFC Security Division within 30 days after the start of the contract.

(e) The Contractor shall ensure that all personnel who have NASA/GSFC issued PIV cards, keys or other property who leave its employment or that no longer work onsite, process out through the GSFC Security Division, Code 240. Employees must return all GSFC issued identification and any Government property no later than the last day of their employment or the last day they work onsite under this contract. The Contractor shall establish appropriate procedures and controls to ensure this is accomplished. Failure to comply may result in the exercise of Government rights to limit and control access to Government premises, including denial of access and invalidation of NASA issued PIV cards and identification.

(End of clause)

## **H.9 GOVERNMENT PREMISES—PHYSICAL ACCESS AND COMPLIANCE WITH PROCEDURES (GSFC 52.211-95) (FEB 2012)**

(a)(1) The Contractor must apply for permanent NASA/GSFC Personal Identity Verification (PIV) cards (badges) for those employees that will be employed by the Contractor and subcontractors and that will be resident for at least six months at GSFC or at locations controlled by GSFC, such as GSFC leased space. Other personnel may be issued a temporary badge. All personnel must conspicuously display the GSFC PIV card at, or above, the waistline. Refer to GSFC clause 52.204-99, "Contractor Personnel—Identification, Onsite Reporting, and Checkout Procedures" for permanent PIV card issuance procedures.

(2) Visits by foreign nationals are restricted and must be necessary for the performance of the contract and concurred with by the Contracting Officer or by the Contracting Officer's Technical Representative. Approval of such visits must be approved in advance in accordance with GPR 1600.1.

(3) Access to the GSFC may be changed or adjusted in response to threat conditions or special situations.

(b) While on Government premises, the Contractor shall comply with requirements governing the conduct of personnel and the operation of the facility. These requirements are set forth in NASA-wide or installation directives, procedures, handbooks and announcements. The following cover many of the requirements:

(1) Harassment and Discrimination Announcements

<http://eeo.gsfc.nasa.gov/policy.html>

(2) GSFC Workplace Violence Announcement

[https://gs279gdmsias.gsfc.nasa.gov/srv/GDMSNEWDatabaseObject?document\\_id=21144](https://gs279gdmsias.gsfc.nasa.gov/srv/GDMSNEWDatabaseObject?document_id=21144)

(3) GPR 1600.1, GSFC Security Requirements

(4) GPR 1700.1, Occupational Safety Program

(5) GPR 1700.2, Chemical Hygiene Plan

(6) GPR 1700.8 GSFC Hazard Communication Program

(7) GPR 1800.1, GSFC Smoking and Other Tobacco Use Requirements

(8) GPR 1800.6, Occupational Health, Medicine and Employee Assistance Programs

(9) GPR 1860.1, Ionizing Radiation Protection

(10) GPR 1860.2, Laser Radiation Protection

(11) GPR 1860.3, Radio Frequency Radiation Protection

(12) GPR 1860.4, Ultraviolet and High Intensity Light Radiation Protection

(13) GPR 2570.1, Spectrum Management and Radio Frequency (RF) Equipment Licensing

(14) GPD 8500.1, Environmental Policy and Program Management

(15) GPR 8710.2, GSFC Emergency Management Program Plan

(16) GPR 8710.7, Cryogenic Safety

(18) GPR 8710.8, GSFC Safety Program Management

(19) GPD 8715.1, GSFC Safety Policy

(20) GPR 8715.1, Processing of NASA Safety Reporting System  
(NSRS) Incident Reports

Copies of the current issuances may be obtained at <<http://gdms.gsfc.nasa.gov>> or from the Contracting Officer. The above list may be modified by the Contracting Officer to include additional issuances pertaining to the conduct of personnel and the operation of the facility.

(c) The Contractor may not use official Government mail (indicia or "eagle" mail). Contractors found in violation could be liable for a fine of \$300 per piece of indicia mail used. However, the Contractor is allowed to use internal GSFC mail to the extent necessary for purposes of the contract.

(End of clause)

**H.10 SMALL BUSINESS SUBCONTRACTING PLAN AND REPORTS (GSFC  
52.219-90) (JUL 2006)**

a. Subcontracting Plan (Contractor)

FAR clause 52.219-9, "Small Business Subcontracting Plan" is included in this contract. The agreed to Subcontracting Plan required by the clause is included as an attachment to the contract.

b. Subcontracting Plan (Subcontractors)

In accordance with FAR clause 52.219-9, the Contractor must require that certain subcontractors adopt a plan similar to the Plan agreed to between the Contractor and the Government.

c. Individual Subcontract Reports (ISRs)

The Contractor shall prepare and submit their Individual Subcontract Reports (ISRs) (formerly known as the Standard Form 294), in accordance with the instructions listed in the Electronic Subcontract Reporting System (eSRS), available at <http://esrs.gov>.

ISRs must be submitted electronically in eSRS on a semi-annual basis. This report must be received no later than April 30 and October 30 each year for the reporting periods ending March 31 and September 30, respectively. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or since the last reporting period.

A final Individual Subcontract Report (ISR) must be submitted after contract completion. The final ISR submittal must be received no later than the due date for what would have been the next semi-annual report.



d. Summary Subcontract Reports (SSRs)

The Contractor shall prepare and submit Summary Subcontract Reports (SSRs)(formerly known as the Standard Form 295), in accordance with the instructions listed in the Electronic Subcontract Reporting System (eSRS), available at <http://esrs.gov> and in accordance with NASA FAR Supplement clause 1852.219-75, "Small Business Subcontracting Reporting" of this contract.

The SSRs must be submitted electronically in eSRS on a semi-annual basis no later than April 30 and October 30 each year for the reporting periods ending March 31 and September 30, respectively.

e. Subcontractor Reporting

FAR clause 52.219-9 and NASA FAR Supplement clause 1852.219-75 require that the Contractor ensure that ISR and SSR reports are submitted by those subcontractors that have been required to adopt a Subcontracting Plan under the terms of the clause. These subcontractor reports must be submitted as required by paragraphs (c) and (d) above. The reports may be submitted through the Contractor or submitted directly. Regardless, the Contractor is responsible for ensuring proper and timely submittal of the required reports.

(End of clause)

**H.11 SAFETY AND HEALTH--ADDITIONAL REQUIREMENTS (GSFC 52.223-91) (FEB 2012)**

In addition to compliance with all Federal, state, and local laws as required by paragraph (b) of NFS clause 1852.223-70, the Contractor shall comply with the following:

(a) Incident Reporting: The immediate notification and prompt reporting requirement included in paragraph (d) of NFS clause 1852.223-70 shall be to the Goddard Space Flight Center Occupational Safety and Health Division, Code 350, Tel 301-356-3224 and to the Contracting Officer (CO). This verbal notification should be confirmed in writing via E-Mail to the CO and [Jimmy.R.McLaughlin@nasa.gov](mailto:Jimmy.R.McLaughlin@nasa.gov) and entered into IRIS within 24 hours. This notification is also required for any unsafe or environmentally hazardous condition associated with Government-owned property that is provided or made available for the performance of the contract.

(b) Submit a monthly safety and health report using NASA Incident Reporting Information System (IRIS). Specify incidents (mishaps and close calls), total number of employees working on this contract, and man-hours worked/month. Access to IRIS must be requested through the NASA Access Management System (NAMS) at <https://idmax.nasa.gov>. Until access is approved, use the [Monthly Safety & Health Report Template](http://safety1st.gsfc.nasa.gov) available at <http://safety1st.gsfc.nasa.gov> under Contractor Safety and e-mail the completed form to [Hernan.Castellanos@nasa.gov](mailto:Hernan.Castellanos@nasa.gov).

(End of clause)

#### **H.12 APPLICABILITY OF RIGHTS IN DATA – SPECIAL WORKS (GSFC 52.227-93) (MAR 2008)**

The "Rights in Data - Special Works" clause of this contract applies to the following aspects (or items):

Any data requested by the Government for any legitimate government use.

(End of clause)

#### **H.13 RIGHTS IN DATA (GSFC 52.227-99) (MAR 2008)**

The default Data Rights clause under this contract is FAR 52.227-14 RIGHTS IN DATA-GENERAL as modified by NASA FAR Supplement 1852.227-14—Alternate II, Alternate III, Alternate V, and GSFC 52.227-90. \*Any exceptions to this clause will be covered by FAR 52.227-17 RIGHTS IN DATA--SPECIAL WORKS as modified by NASA FAR Supplement 1852.227-17, and, if applicable, GSFC 52.227-93.

\*Any exceptions to the default Data Rights clause under this contract is to be determined by individual task orders.

(End of clause)

#### **H.14 AVOIDANCE OF ORGANIZATIONAL CONFLICTS OF INTEREST**

(a) Avoidance plan. The Organizational Conflict of Interest Avoidance Plan and its obligations are hereby incorporated in the contract by reference as Attachment G.

(b) Changes. (1) Either the Contractor or the Government may propose changes to the Organizational Conflict of Interest Avoidance Plan. Such changes are subject to the mutual agreement of the parties and will become effective only upon incorporating the change into the plan by contract amendment. (2) In the event that the Government and the Contractor cannot agree upon a mutually acceptable change, the Government reserves the right to make a unilateral change to the OCI Avoidance Plan as necessary, with the approval of the Procurement Officer, subject to Contractor appeal as provided in the Disputes clause.

(c) Violation. The Contractor shall report any violation of the Organizational Conflict of Interest Avoidance Plan, whether by its own personnel or those of the Government or other contractors, to the Contracting Officer. This report shall include a description of the violation and the actions the Contractor has taken or proposes to take to mitigate and avoid repetition of the violation. After conducting such further inquiries and discussions as may be necessary, the Contracting Officer and the Contractor shall agree on

appropriate corrective action, if any, or the Contracting Officer shall direct corrective action.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph, in subcontracts where the work includes or may include tasks related to the organizational conflict of interest. The terms “Contractor” and “Contracting Officer” shall be appropriately modified to reflect the change in parties and to preserve the Government’s rights.

(End of text)

#### **H.15 DISCLOSURE OF ORGANIZATIONAL CONFLICT OF INTEREST AFTER CONTRACT AWARD**

(a) If the Contractor identifies an actual or potential organizational conflict of interest that has not already been adequately disclosed and resolved (or waived in accordance with FAR 9.503), the Contractor shall make a prompt and full disclosure in writing to the Contracting Officer. This disclosure shall include a description of the action the Contractor has taken or proposes to take in order to resolve the conflict. This reporting requirement also includes subcontractors’ actual or potential organizational conflicts of interest not adequately disclosed and resolved prior to award.

(b) Avoidance plan. If there is an avoidance plan in the contract, the Contractor shall periodically update the plan, based on changes such as changes to the legal entity, the overall structure of the organization, subcontractor arrangements, contractor management, ownership, ownership relationships, or modification of the work scope.

(End of text)

#### **H. 16 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR**

The completed provision 52.204-8, Annual Representations and Certifications, including any amended representation(s) made at paragraph (b) of the provision; and other representations, certifications and other statements contained in Section K completed and submitted as part of the offer dated [insert date of offer] are hereby incorporated by reference in this resulting contract.

(End of Clause)

#### **H.17 CLAUSES INCORPORATED BY REFERENCE -- SECTION H**

Clause H.1 at the beginning of this Section is incorporated by reference, with the same force and effect as if it were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible

for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of text)

**H.18 GSFC 52.242-91 ADVANCED AGREEMENT BETWEEN THE PARTIES:  
REQUIREMENT TO PROVIDE CONTRACT HISTORICAL DATA (MAR 2011)**

NASA may issue a competitive solicitation for a follow-on effort for services similar to those provided under this contract. As part of this follow-on competition, NASA may include historical labor category descriptions, full-time equivalents (FTEs), average direct labor rates, and other information from this contract in the follow-on solicitation for use by all potential offerors. Including this data in the solicitation is intended to ensure a comprehensive and fair evaluation of competitive proposals and increase the probability that realistic pricing is provided in future proposals submitted. Minimizing the potential risk for unrealistic or unsubstantiated pricing materially reduces the risk that cost/price could become an inappropriate discriminator among competing offerors.

Based on the above, the Contractor shall, within 30 days of a written request from the Contracting Officer, provide and deliver all of the information included in Section J, **Attachment H, CONTRACT HISTORICAL DATA**, of the contract.

(End of Clause)

**H. 19 1852.235-73 FINAL SCIENTIFIC AND TECHNICAL REPORTS.  
(DECEMBER 2006)**

(a) The Contractor shall submit to the Contracting Officer a final report that summarizes the results of the entire contract, including recommendations and conclusions based on the experience and results obtained. The final report should include tables, graphs, diagrams, curves, sketches, photographs, and drawings in sufficient detail to explain comprehensively the results achieved under the contract.

(b) The final report shall be of a quality suitable for publication and shall follow the formatting and stylistic guidelines contained in NPR 2200.2 Requirements for Documentation, Approval, and Dissemination of NASA Scientific and Technical Information. Electronic formats for submission of reports should be used to the maximum extent practical. Before electronically submitting reports containing scientific and technical information (STI) that is export-controlled or limited or restricted, contact the Contracting Officer to determine the requirements to electronically transmit these forms of STI. If appropriate electronic safeguards are not available at the time of submission, a paper copy or a CD-ROM of the report shall be required. Information regarding appropriate electronic formats for final reports is available at <http://www.sti.nasa.gov> under "Publish STI – Electronic File Formats."

(c) The last page of the final report shall be a completed Standard Form (SF) 298, Report Documentation Page.

**(d) In addition to the final report submitted to the Contracting Officer, the Contractor shall concurrently provide to the Center STI/Publication Manager and the NASA Center for AeroSpace Information (CASI) a copy of the letter transmitting the final report to the Contracting Officer. The copy of the letter shall be submitted to CASI at the address listed at <http://www.sti.nasa.gov> under the “Get Help” link.**

(e) In accordance with paragraph (d) of the Rights in Data --General clause (52.227-14) of this contract, the Contractor may publish, or otherwise disseminate, data produced during the performance of this contract, including data contained in the final report, and any additional reports required by 1852.235-74 when included in the contract, without prior review by NASA. The Contractor is responsible for reviewing publication or dissemination of the data for conformance with laws and regulations governing its distribution, including intellectual property rights, export control, national security and other requirements, and to the extent the contractor receives or is given access to data necessary for the performance of the contract which contain restrictive markings, for complying with such restrictive markings. Should the Contractor seek to publish or otherwise disseminate the final report, or any additional reports required by 1852.235-74 if applicable, as delivered to NASA under this contract, the Contractor may do so once NASA has completed its document availability authorization review, and availability of the report has been determined.

**(End of clause)**

## **H.20 ADDITIONAL REPORTS OF WORK -- RESEARCH AND DEVELOPMENT (1852.235-74) (FEB 2003)**

In addition to the final report required under this contract, the Contractor shall submit the following report(s) to the Contracting Officer:

(a) *Monthly Status Reports.* The Contractor shall submit separate monthly reports for each individual task of all work accomplished during each month of task performance. Reports shall be in narrative form, brief, and informal. They shall include a quantitative description of progress, an indication of any current problems that may impede performance, proposed corrective action, and a discussion of the work to be performed during the next monthly reporting period

(b) *Final Task Order Report.* The Contractor shall submit for each completed task order a final task order report which summarizes the results of the entire task order, including recommendations and conclusions based on the experience and results obtained. The final task order report should include, as appropriate, tables, graphs, diagrams, curves, sketches, photographs, and drawings in sufficient detail to comprehensively explain the results achieved under the task order. The final report shall also include the final incurred cost for the task order.

(c) *Submission dates.* Monthly Status Reports shall be submitted on or before the 8<sup>th</sup> calendar day of each month for the previous month or as jointly determined following contract award. If the task is awarded beyond the middle of a month, the first monthly

report shall cover the period from award until the end of the following month. The final report for each task order shall be submitted in accordance with process outlined in NFS 1852.235-73. The final report for each task order shall be submitted within 30 days after the completion of the effort under the task.

**(End of clause)**

## **H.21 CONTRACTOR PROPOSED ENHANCEMENTS OR EFFICIENCIES**

The Contractor shall provide the enhancements or efficiencies that are described in Attachment M. These enhancements, which are over and above the requirements required by the contract terms and conditions, Statement of Work, and other contract attachments, were proposed by the Contractor in the proposal submitted in response to the Request for Proposal (RFP) NNG12411365R. The incorporation of these enhancements or efficiencies does not relieve the Contractor from the responsibilities of meeting all other contract terms and conditions and requirements in the Statement of Work and other contract attachments. The Contractor shall perform these enhancements or efficiencies as specified in individual task or delivery orders.

(End of text)

**[END OF SECTION H]**

## **SECTION I - CONTRACT CLAUSES**

### **I.1 CLAUSES INCORPORATED BY REFERENCE**

**52.202-1 Definitions. (JAN 2012)**

**52.203-3 Gratuities. (APR 1984)**

**52.203-5 Covenant Against Contingent Fees. (APR 1984)**

**52.203-6 Restrictions on Subcontractor Sales to the Government. (SEP 2006)**

**52.203-7 Anti-Kickback Procedures. (OCT 2010)**

**52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (JAN 1997)**

**52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. (JAN 1997)**

**52.203-12 Limitation on Payments to Influence Certain Federal Transactions. (OCT 2010)**

**52.203-13 Contractor Code of Business Ethics and Conduct. (APR 2010)**

**52.203-14 Display of Hotline Poster(s). (DEC 2007)**

Paragraph (b)(3) <http://oig.nasa.gov/hotline.html>, Inspector General Hotline Posters may be obtained from NASA Office of Inspector General, Code W, Washington, DC 20546-001.

**52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (May 2011)**

**52.204-7 Central Contractor Registration. (FEB 2012)**

**52.204-9 Personal Identity Verification of Contractor Personnel. (JAN 2011)**

**52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards. (FEB 2012)**

**52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (DEC 2010)**

**52.215-2 Audit and Records - Negotiation. (OCT 2010)**

**52.215-8 Order of Precedence - Uniform Contract Format. (OCT 1997)**

**52.215-11 Price Reduction for Defective Certified Cost or Pricing Data - Modifications. (AUG 2011)**

**52.215-13 Subcontractor Certified Cost or Pricing Data - Modifications. (OCT 2010)**

**52.215-14 Integrity of Unit Prices. (OCT 2010)**

**52.215-15 Pension Adjustments and Asset Reversions. (OCT 2010)**

**52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions. (JUL 2005)**

**52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications. (OCT 2010)**

**52.216-7 Allowable Cost and Payment (JUN 2011)**

(3) The designated payment office will make interim payments for contract financing on the 30<sup>th</sup> day after the designated billing office receives a proper payment request.

**52.215-23 Limitations on Pass-Through Charges. (OCT 2009)**

**52.216-8 Fixed Fee. (JUN 2011)**

**52.219-4 Notice of Price Evaluation for HUBZONE Small Business Concerns (JAN 2011)**

(c) *Waiver of evaluation preference.* A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraphs (d) and (e) of this clause do not apply if the offeror has waived the evaluation preference.

\_\_\_ Offer elects to waive the evaluation preference.

**52.219-8 Utilization of Small Business Concerns. (JAN 2011)**

**52.219-9 Small Business Subcontracting Plan. (JAN 2011) ALT II (OCT 2001)**

**52.219-16 Liquidated Damages - Subcontracting Plan. (JAN 1999)**

**52.219-28 Post-Award Small Business Program Rerepresentation (APR 2009)**

**52.222-1 Notice to the Government of Labor Disputes. (FEB 1997)**

**52.222-2 Payment for Overtime Premiums (JUL 1990)**



**52.222-3 Convict Labor. (JUN 2003)**

**52.222-19 Child Labor-Cooperation with Authorities and Remedies (MAR 2012)**

**52.222-21 Prohibition of Segregated Facilities. (FEB 1999)**

**52.222-26 Equal Opportunity. (MAR 2007)**

**52.222-35 Equal Opportunity for Veterans. (SEP 2010)**

**52.222-36 Affirmative Action for Workers with Disabilities. (OCT 2010)**

**52.222-37 Employment Reports on Veterans. (SEP 2010)**

**52.222-40 Notification of Employee Rights Under the National Labor Relations Act. (DEC 2010)**

**52.222-50 Combating Trafficking in Persons. (FEB 2009)**

**52.222-54 Employment Eligibility Verification. (JAN 2009)**

**52.223-3 Hazardous Material Identification and Material Safety Data. (JAN 1997) – Alternate I (JULY 1995)**

**52.223-5 Pollution Prevention and Right-to-Know Information. (MAY 2011) – Alternate I (MAY 2011) - Alternate II (MAY 2011)**

**52.223-6 Drug-Free Workplace. (MAY 2001)**

**52.223-10 Waste Reduction Program. (MAY 2011)**

**52.223-15 Energy Efficiency in Energy-Consuming Products. (DEC 2007)**

**52.223-16 IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products. (DEC 2007)**

**52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving. (AUG 2011)**

**52.223-19 Compliance with Environmental Management Systems. (May 2011)**

**52.224-1 Privacy Act Notification (APR 1984)**

**52.225-1 Buy American Act - Supplies. (FEB 2009)**

**52.225-3 Buy American Act-Free Trade Agreements-Israeli Trade Act (MAR 2012)**

**52.225-8 Duty-Free Entry (Oct 2010)**

**52.225-13 Restrictions on Certain Foreign Purchases. (JUN 2008)**

**52.225-25 Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification. (SEP 2010)**

**52.227-1 Authorization and Consent. (DEC 2007)**

**52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement. (DEC 2007)**

**52.227-11 Patent Rights-Ownership by the Contractor (DEC 2007) As Modified by NFS 1852.227-11**

**52.227-16 Additional Data Requirements (JUN 1987)**

**52.227-17 Rights In Data-Special Works (DEC 2007) as modified by NFS Supplement 1852.227-17**

**52.227-19 Commercial Computer Software License (DEC 2007)**

**52.227-21 Authorization and Consent (DEC 2007)**

**52.227-23 Rights to Proposal Data (Technical) (June 1987)**

**52.228-7 Insurance - Liability to Third Persons. (MAR 1996)**

**52.230-2 Cost Accounting Standards. (OCT 2010)**

**52.230-6 Administration of Cost Accounting Standards. (JUN 2010)**

**52.232-9 Limitation on Withholding of Payments (Apr 1984)**

**52.232-17 Interest. (OCT 2010)**

**52.232-18 Availability of Funds. (APR 1984)**

**52.232-22 Limitation of Funds. (APR 1984)**

**52.232-23 Assignment of Claims. (JAN 1986)**

**52.232-25 Prompt payment. (OCT 2008)**

**52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration.**

**(OCT 2003)**

**52.233-1 Disputes. (JUL 2002)**

**52.233-3 Protest after Award. (AUG 1996) - Alternate I (JUN 1985)**

**52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)**

**52.237-2 Protection of Government Buildings, Equipment, and Vegetation. (APR 1984)**

**52.237-3 Continuity of Services. (JAN 1991)**

**52.239-1 Privacy or Security Safeguards. (AUG 1996)**

**52.242-1 Notice of Intent to Disallow Costs. (APR 1984)**

**52.242-3 Penalties for Unallowable Costs. (MAY 2001)**

**52.242-4 Certification of Final Indirect Costs. (JAN 1997)**

**52.242-13 Bankruptcy. (JUL 1995)**

**52.243-2 Changes - Cost-Reimbursement. (AUG 1987) - Alternate II (APR 1984)**

**52.244-5 Competition in Subcontracting. (DEC 1996)**

**52.244-6 Subcontracts for Commercial Items (DEC 2010)**

**52.245-1 Government Property. (AUG 2010)**

**52.245-9 Use and Charges. (AUG 2010)**

**52.246-25 Limitation of Liability - Services. (FEB 1997)**

**52.247-1 Commercial Bill of Lading Notations (Feb 2006)**

Paragraph (a) NASA Goddard Space Flight Center (GSFC) and Paragraph (b) NASA GSFC, Contract No. TBD, Contracting Officer, Code 210.5, Greenbelt, MD 20771

**52.247-63 Preference for U.S.-Flag Air Carriers. (JUN 2003)**

**52.248-1 Value Engineering. (OCT 2010)**

**52.249-6 Termination (Cost-Reimbursement). (MAY 2004)**

**52.249-14 Excusable Delays. (APR 1984)**

**52.251-1 Government Supply Sources. (AUG 2010)**

**52.253-1 Computer Generated Forms. (JAN 1991)**

**1852.203-70 DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS (JUN 2001)**

**1852.216-89 ASSIGNMENT AND RELEASE FORMS (JUL 1997)**

**1852.219-74 USE OF RURAL AREA SMALL BUSINESSES (SEPT 1990)**

**1852.219-75 SMALL BUSINESS SUBCONTRACTING REPORTING (MAY 1999)**

**1852.219-77 NASA MENTOR-PROTE'GE' PROGRAM (MAY 2009)**

**1852.219-79 MENTOR REQUIREMENTS AND EVALUATION (MAY 2009)**

**1852.223-74 DRUG- AND ALCOHOL-FREE WORKFORCE (MARCH 1996)**

**1852.227-86 COMMERCIAL COMPUTER SOFTWARE--LICENSING (DEC 1987)**

**1852.228-75 MINIMUM INSURANCE COVERAGE. (OCT 1988)**

**1852.235-70 CENTER FOR AEROSPACE INFORMATION (DEC 2006)**

**1852.237-70 EMERGENCY EVACUATION PROCEDURES (DEC 1988)**

**1852.242-78 EMERGENCY MEDICAL SERVICES AND EVACUATION (APR 2001)**

**1852.243-71 SHARED SAVINGS (MARCH 1997)**

**52.252-2 Clauses Incorporated by Reference. (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): For Federal Acquisition Regulation (FAR) clauses, see <https://www.acquisition.gov/FAR>

For NASA FAR Supplement (NFS) clauses, see <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

(End of clause)

**I.2 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012)**

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database via <https://www.acquisition.gov> .

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consist of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for--

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of

6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

### **I.3 52.210-1 Market Research (Apr 2011)**

(a) *Definition.* As used in this clause-

"Commercial item" and "nondevelopmental item" have the meaning contained in Federal Acquisition Regulation 2.101.

(b) Before awarding subcontracts over the simplified acquisition threshold for items other than commercial items, the Contractor shall conduct market research to-

(1) Determine if commercial items or, to the extent commercial items suitable to meet the agency's needs are not available, nondevelopmental items are available that-

(i) Meet the agency's requirements;

(ii) Could be modified to meet the agency's requirements; or

(iii) Could meet the agency's requirements if those requirements were modified to a reasonable extent; and

(2) Determine the extent to which commercial items or nondevelopmental items could be incorporated at the component level.

(End of clause)

### **I.4 52.215-19 Notification of Ownership Changes. (OCT 1997)**

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall -

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

#### **I.5 52.222-2 Payment for Overtime Premiums (July 1990)**

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed \_\_\_\_\_ \$0 \_\_\_\_\_ or the overtime premium is paid for work-

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall-

(1) Identify the work unit; *e.g.*, department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

**I.6 52.227-14 Rights in Data-General (DEC 2007) ALT II, ALT III, and ALT V as Modified by NFS 1852.227-14**

(a) *Definitions.* As used in this clause-

"Computer database" or "database means" a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

"Computer software"-

(1) Means

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

"Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

"Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data" means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data



identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

"Limited rights" means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

"Limited rights data" means data, other than computer software, developed at private expense that embody trade secrets or are commercial or financial and confidential or privileged.

"Restricted computer software" means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

"Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

"Technical data" means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 403(8)).

"Unlimited rights" means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in-

- (i) Data first produced in the performance of this contract;
- (ii) Form, fit, and function data delivered under this contract;
- (iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and
- (iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to-

(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright-

(1) Data first produced in the performance of this contract.

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor-

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices.* The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) *Release, publication, and use of data.* The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except-

(1) As prohibited by Federal law or regulation (*e.g.*, export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3)(i) The Contractor agrees not to establish claim to copyright, publish or release to others any computer software first produced in the performance of this contract without the Contracting Officer's prior written permission.

(ii) If the Government desires to obtain copyright in computer software first produced in the performance of this contract and permission has not been granted as set forth in paragraph (d)(3)(i) of this clause, the Contracting Officer may direct the contractor to assert, or authorize the assertion of, claim to copyright in such data and to assign, or obtain the assignment of, such copyright to the Government or its designated assignee.

(iii) Whenever the word "establish" is used in this clause, with reference to a claim to copyright, it shall be construed to mean "assert".

**(End of addition)**

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 253d, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time

approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor-

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may-

(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall-

(i) Identify the data being withheld; and

(ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) Notwithstanding paragraph (g)(1) of this clause, the contract may identify and specify the delivery of limited rights data, or the Contracting Officer may require by written request the delivery of limited rights data that has been withheld or would otherwise be entitled to be withheld. If delivery of that data is required, the Contractor shall affix the following "Limited Rights Notice" to the data and the Government will treat the data, subject to the provisions of paragraphs (e) and (f) of this clause, in accordance with the notice:

Limited Rights Notice (Dec 2007)

(a) These data are submitted with limited rights under Government Contract No. TBD (and subcontract \_\_\_\_\_, if appropriate). These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any; provided that the Government makes such disclosure subject to prohibition against further use and disclosure:

(i) Use (except for manufacture) by support service contractors.

(ii) Evaluation by nongovernment evaluators.

(iii) Use (except for manufacture) by other contractors participating in the Government's program of which the specific contract is a part.

(iv) Emergency repair or overhaul work.

(v) Release to a foreign government, or its instrumentalities, if required to serve the interests of the U.S. Government, for information or evaluation, or for emergency repair or overhaul work by the foreign government

(vi) Any Government purpose

(b) This notice shall be marked on any reproduction of these data, in whole or in part.

(End of notice)

(g)(4)(i) Notwithstanding paragraph (g)(1) of this clause, the contract may identify and specify the delivery of restricted computer software, or the Contracting Officer may require by written request the delivery of restricted computer software that has been withheld or would otherwise be entitled to be withheld. If delivery of that computer software is required, the Contractor shall affix the following “Restricted Rights Notice” to the computer software and the Government will treat the computer software, subject to paragraphs (e) and (f) of this clause, in accordance with the notice:

Restricted Rights Notice (Dec 2007)

(a) This computer software is submitted with restricted rights under Government Contract No. TBD (and subcontract \_\_\_\_\_, if appropriate). It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this notice or as otherwise expressly stated in the contract.

(b) This computer software may be—

(1) Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;

(2) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;

(3) Reproduced for safekeeping (archives) or backup purposes;

(4) Modified, adapted, or combined with other computer software, *provided* that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restricted rights;

(5) Disclosed to and reproduced for use by support service Contractors or their subcontractors in accordance with paragraphs (b)(1) through (4) of this notice; and

(6) Used or copied for use with a replacement computer.

(c) Notwithstanding the foregoing, if this computer software is copyrighted computer software, it is licensed to the Government with the minimum rights set forth in paragraph (b) of this notice.

(d) Any other rights or limitations regarding the use, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in, the contract.

(e) This notice shall be marked on any reproduction of this computer software, in whole or in part.

(End of notice)

(ii) Where it is impractical to include the Restricted Rights Notice on restricted computer software, the following short-form notice may be used instead:

Restricted Rights Notice Short Form (Jun 1987)

Use, reproduction, or disclosure is subject to restrictions set forth in Contract No. \_\_\_\_\_ (and subcontract, if appropriate) with \_\_\_\_\_ (name of Contractor and subcontractor).

(End of notice)

(iii) If restricted computer software is delivered with the copyright notice of [17 U.S.C. 401](#), it will be presumed to be licensed to the Government without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause.

(h) *Subcontracting*. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) *Relationship to patents or other rights*. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(j) The Contractor agrees, except as may be otherwise specified in this contract for specific data deliverables listed as not subject to this paragraph, that the Contracting Officer may, up to three years after acceptance of all deliverables under this contract, inspect at the Contractor's facility any data withheld pursuant to paragraph (g)(1) of this clause, for purposes of verifying the Contractor's assertion of limited rights or restricted rights status of the data or for evaluating work performance. When the Contractor whose data are to be inspected demonstrates to the Contracting Officer that there would be a possible conflict of interest if a particular representative made the inspection, the Contracting Officer shall designate an alternate inspector.

(End of clause)

#### **I.7 1852.204-76 Security Requirements for Unclassified Information Technology Resources (JAN 2011)**

(a) The contractor shall protect the confidentiality, integrity, and availability of NASA Electronic Information and IT resources and protect NASA Electronic Information from unauthorized disclosure.

(b) This clause is applicable to all NASA contractors and sub-contractors that process, manage, access, or store unclassified electronic information, to include Sensitive But Unclassified (SBU) information, for NASA in support of NASA's missions, programs, projects and/or institutional requirements. Applicable requirements, regulations, policies, and guidelines are identified in the Applicable Documents List (ADL) provided as an attachment to the contract. The documents listed in the ADL can be found at: <http://www.nasa.gov/offices/ocio/itsecurity/index.html>. For policy information considered sensitive, the documents will be identified as such in the ADL and made available through the Contracting Officer.

(c) Definitions.

(1) IT resources means any hardware or software or interconnected system or subsystem of equipment, that is used to process, manage, access, or store electronic information.

(2) NASA Electronic Information is any data (as defined in the Rights in Data clause of this contract) or information (including information incidental to contract administration, such as financial, administrative, cost or pricing, or management information) that is processed, managed, accessed or stored on an IT system(s) in the performance of a NASA contract.

(3) IT Security Management Plan--This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. Unlike the IT security plan, which addresses the IT system, the IT Security Management Plan addresses how the contractor will manage personnel and processes associated with IT Security on the instant contract.

(4) IT Security Plan--this is a FISMA requirement; see the ADL for applicable requirements. The IT Security Plan is specific to the IT System and not the contract. Within 30 days after award, the contractor shall develop and deliver an IT Security Management Plan to the Contracting Officer; the approval authority will be included in the ADL. All contractor personnel requiring physical or logical access to NASA IT resources must complete NASA's annual IT Security Awareness training. Refer to the IT Training policy located in the IT Security Web site at <https://itsecurity.nasa.gov/policies/index.html>.

(d) The contractor shall afford Government access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection (to include vulnerability testing), investigation and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA Electronic Information or to the function of IT systems operated on behalf of NASA, and to preserve evidence of computer crime.

(e) At the completion of the contract, the contractor shall return all NASA information and IT resources provided to the contractor during the performance of the contract in



accordance with retention documentation available in the ADL. The contractor shall provide a listing of all NASA Electronic information and IT resources generated in performance of the contract. At that time, the contractor shall request disposition instructions from the Contracting Officer. The Contracting Officer will provide disposition instructions within 30 calendar days of the contractor's request. Parts of the clause and referenced ADL may be waived by the contracting officer, if the contractor's ongoing IT security program meets or exceeds the requirements of NASA Procedural Requirements (NPR) 2810.1 in effect at time of award. The current version of NPR 2810.1 is referenced in the ADL. The contractor shall submit a written waiver request to the Contracting Officer within 30 days of award. The waiver request will be reviewed by the Center IT Security Manager. If approved, the Contractor Officer will notify the contractor, by contract modification, which parts of the clause or provisions of the ADL are waived.

(f) The contractor shall insert this clause, including this paragraph in all subcontracts that process, manage, access or store NASA Electronic Information in support of the mission of the Agency.

**(End of clause)**

**I.8 52.216-7 Allowable Cost and Payment. (JUN 2011)**

(a) *Invoicing.* (1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30<sup>th</sup> day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) *Reimbursing costs.* (1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only -

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for -

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made -

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless -

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) *Small business concerns.* A small business concern may receive more frequent payments than every 2 weeks.

(d) *Final indirect cost rates.* (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates,

including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total

labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General Organizational information and Executive compensation for the five most highly compensated executives. See 31.205-6(p). Additional salary reference information is available at [http://www.whitehouse.gov/omb/procurement\\_index\\_exec\\_comp/](http://www.whitehouse.gov/omb/procurement_index_exec_comp/).

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract

upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) *Billing rates.* Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates -

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) *Quick-closeout procedures.* Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) *Audit.* At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be -

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) *Final payment.* (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver -

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except -

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including



reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

**I.9 52.219-28 Post-Award Small Business Program Rerepresentation. (APR 2009)**

(a) *Definitions.* As used in this clause -

*"Long-term contract"* means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

*"Small business concern"* means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts -

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it \_\_\_\_ is, \_\_\_\_ is not a small business concern under NAICS Code *[insert NAICS Code]* assigned to contract number *[insert contract number]*. *(Contractor to sign and date and insert authorized signer's name and title).*

(End of clause)

**I.10 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items. (MAY 2008)**

(a) *Definitions.* As used in this clause -

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall -

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to NASA/GSFC, Contracting Officer, Code 210.5, Greenbelt, MD 20711

(End of clause)

#### **I.11 52.232-18 Availability of Funds (Apr 1984)**

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

#### **I.12 52.243-7 Notification of Changes. (APR 1984)**

(a) *Definitions.* "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this paragraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) *Notice.* The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this

contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 10 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state -

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including -
  - (i) What contract line items have been or may be affected by the alleged change;
  - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
  - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
  - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) *Continued performance.* Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting

Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) *Government response.* The Contracting Officer shall promptly, within 14 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either -

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
- (4) In the event the Contractor's notice information is inadequate to make a decision under paragraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) *Equitable adjustments.* (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made -

- (i) In the contract price or delivery schedule or both; and
- (ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this

clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

**I.13 52.244-2 Subcontracts. (OCT 2010)**

(a) *Definitions.* As used in this clause -

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that -

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type;  
or

(2) Is fixed-price and exceeds -

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: Professional and Consultant costs as defined in FAR 31.201-33.

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c) or (d) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting -
  - (A) The principal elements of the subcontract price negotiations;
  - (B) The most significant considerations controlling establishment of initial or revised prices;
  - (C) The reason certified cost or pricing data were or were not required;
  - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c) or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.



(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: [TBD ]

(End of clause)

**I.14 52.247-67 Submission of Transportation Documents for Audit. (FEB 2006)**

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid—

(1) By the Contractor under a cost-reimbursement contract; and

(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to—

NASA/GSFC

Attention: Contracting Officer, Code 210.5

8800 Greenbelt Road Greenbelt, MD 20771

(End of clause)

**I.15 RESERVED**

**I.16 1852.215-84 Ombudsman (OCT 2003) ALTERNATE I (JUN 2000)**

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, the current list of Center Ombudsmen is available at [http://prod.nais.nasa.gov/pub/pub\\_library/Omb.html](http://prod.nais.nasa.gov/pub/pub_library/Omb.html). Concerns, issues, disagreements,

and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0445, facsimile 202-358-3083. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer or as specified elsewhere in this document.

(c) If this is a task or delivery order contract, the ombudsman shall review complaints from contractors and ensure they are afforded a fair opportunity to be considered, consistent with the procedures of the contract.

(End of clause)

**I.17 1852.219-76 NASA 8 Percent Goal. (JUL 1997)**

(a) Definitions.

"Historically Black Colleges or University," as used in this clause, means an institution determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," as used in this clause, means an institution of higher education meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which for the purposes of this clause includes a Hispanic-serving institution of higher education as defined in section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

"Small disadvantaged business concern," as used in this clause, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

"Women-owned small business concern," as used in this clause, means a small business concern (1) which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and (2) whose management and daily business operations are controlled by one or more women.

(b) The NASA Administrator is required by statute to establish annually a goal to

make available to small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns, at least 8 percent of NASA's procurement dollars under prime contracts or subcontracts awarded in support of authorized programs, including the space station by the time operational status is obtained.

(c) The contractor hereby agrees to assist NASA in achieving this goal by using its best efforts to award subcontracts to such entities to the fullest extent consistent with efficient contract performance.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns.

(End of clause)

#### **I.18 1852.225-71 Restriction on Funding Activity with China.**

(a) Definition - "China" or "Chinese-owned company" means the People's Republic of China, any company owned by the People's Republic of China or any company incorporated under the laws of the People's Republic of China.

(b) Public Laws 112-10, Section 1340(a) and 112-55, Section 539, restrict NASA from contracting to participate, collaborate, coordinate bilaterally in any way with China or a Chinese-owned company using funds appropriated on or after April 25, 2011. Contracts for commercial and non developmental items are exempted from the prohibition because they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.

(c) This contract may use restricted funding that was appropriated on or after April 25, 2011. The contractor shall not contract with China or Chinese-owned companies for any effort related to this contract except for acquisition of commercial and non-developmental items. If the contractor anticipates making an award to China or Chinese-owned companies, the contractor must contact the contracting officer to determine if funding on this contract can be used for that purpose.

(d) Subcontracts - The contractor shall include the substance of this clause in all subcontracts made hereunder.

(End of clause)

#### **I.19 1852.237-72 Access to Sensitive Information (JUN 2005)**

(a) As used in this clause, "sensitive information" refers to information that a contractor has developed at private expense, or that the Government has generated that qualifies for

an exception to the Freedom of Information Act, which is not currently in the public domain, and which may embody trade secrets or commercial or financial information, and which may be sensitive or privileged.

(b) To assist NASA in accomplishing management activities and administrative functions, the Contractor shall provide the services specified elsewhere in this contract.

(c) If performing this contract entails access to sensitive information, as defined above, the Contractor agrees to -

(1) Utilize any sensitive information coming into its possession only for the purposes of performing the services specified in this contract, and not to improve its own competitive position in another procurement.

(2) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(3) Allow access to sensitive information only to those employees that need it to perform services under this contract.

(4) Preclude access and disclosure of sensitive information to persons and entities outside of the Contractor's organization.

(5) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in this contract and to safeguard it from unauthorized use and disclosure.

(6) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(7) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(d) The Contractor will comply with all procedures and obligations specified in its Organizational Conflicts of Interest Avoidance Plan, which this contract incorporates as a compliance document.

(e) The nature of the work on this contract may subject the Contractor and its employees to a variety of laws and regulations relating to ethics, conflicts of interest, corruption, and other criminal or civil matters relating to the award and administration of government contracts. Recognizing that this contract establishes a high standard of accountability and trust, the Government will carefully review the Contractor's performance in relation to the mandates and restrictions found in these laws and regulations. Unauthorized uses or disclosures of sensitive information may result in termination of this contract for default, or in debarment of the Contractor for serious misconduct affecting present responsibility as a government contractor.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), suitably modified to reflect the relationship of the parties, in all subcontracts that may involve access to sensitive information

(End of clause)

## **1.20 1852.237-73 Release of Sensitive Information (JUN 2005)**

(a) As used in this clause, “sensitive information” refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

(c)(1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider’s contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages [insert page numbers or other identification of pages].

Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is “sensitive.” This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor’s claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

(d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:

(1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.

(2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.

(3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(4) Allow access to sensitive information only to those employees that need it to perform services under its contract.

(5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider’s organization.

(6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.

(7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider’s contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration,

disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g) , suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of clause)

### **I.21 Clauses Incorporated By Reference – Section I**

Clause(s) I.1 at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of text)

**[END OF SECTION I]**

## **SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

### **J.1 LIST OF ATTACHMENTS**

The following documents are attached hereto and made a part of this contract:

<b>Attachment</b>	<b>Description</b>	<b>Date</b>	<b>No. of Pages</b>
A	Statement of Work	February 2012	19
B	Direct Labor Rates, Indirect Rates, and Fixed Fee Matrices	To be submitted with proposal	TBP
C	Financial Management Reporting Requirement	February 2012	3
D	Safety and Health Plan	To be submitted with proposal	TBP
E	Contractor Quality Assurance Plan	To be submitted with proposal	TBP
F	IT Security Management Plan	To be submitted within thirty (30) days of contract effective date	TBP
G	Organizational Conflicts of Interest (OCI) Avoidance Plan	To be submitted with proposal	TBP
H	Contract Historical Data	To be submitted within 30 days of a written request from the Contracting Officer	4
I	Small Business Subcontracting Plan	To be submitted with proposal	TBP
J	Installation Accountable Government Property List	January 2012	17
K	IT Security Applicable Documents List	January 2012	3
L	Personal Identity Verification (PIV) Card Issuance Procedures	March 2011	4
M	Contractor Proposed Enhancements or Efficiencies	TBP	TBP

(End of Clause)

**[END OF SECTION J]**



**SECTION K -REPRESENTATIONS, CERTIFICATIONS, AND OTHER  
STATEMENTS OF OFFERORS**

**K.1 52.204-8 Annual Representations and Certifications. (FEB 2012)**

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is 541513: Computer Facilities Management Services.

(2) The small business size standard is \$25M

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, or 2010.

(vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvii) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225- 3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.
- (xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.
- (xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

\_\_\_ (i) 52.219-22, Small Disadvantaged Business Status.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

\_\_\_ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

\_\_\_ (iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

\_\_\_ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

\_\_\_ (vi) 52.227-6, Royalty Information.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov> . After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the

changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

**K.2 52.209-7 Information Regarding Responsibility Matters. (FEB 2012)**

(a) *Definitions.* As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ☐ has ☐ does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more;  
or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

### **K.3 52.227-15 Representation of Limited Rights Data and Restricted Computer Software (Dec 2007)**

(a) This solicitation sets forth the Government's known delivery requirements for data (as defined in the clause at 52.227-14, Rights in Data-General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data-General clause at 52.227-14 included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In

addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states [*offeror check appropriate block*]-

[ ] (1) None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or

[ ] (2) Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

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(c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the data should a contract be awarded to the offeror.

(End of provision)

#### **K.4 52.230-1 Cost Accounting Standards Notices and Certification. (OCT 2008)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

#### **I. Disclosure Statement - Cost Accounting Practices and Certification**

(a) Any contract in excess of \$650,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing

of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: *[Name and Address of Cognizant ACO or Federal Official Where Filed:]*

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: ☐

Name and Address of Cognizant ACO or Federal Official Where Filed: ☐

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under



common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) *Certificate of Interim Exemption.* The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. Cost Accounting Standards - Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

### III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ yes ☐ no

(End of provision)

#### **K.5 52.230-7 Proposal Disclosure--Cost Accounting Practice Changes. (APR 2005)**

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

\_\_\_ Yes \_\_\_ No

If the offeror checked "Yes" above, the offeror shall--

- (1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and
- (2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

#### **K.6 1852.209-73 REPRESENTATION BY OFFERORS THAT THEY ARE NOT THE ASSOCIATION of COMMUNITY ORGANIZATIONS for REFORM NOW (ACORN) or a SUBSIDIARY of ACORN (DEVIATION FEB 2012)**

- (a) In accordance with section 534 of The Consolidated and Further Continuing Appropriation Act of 2012 (Pub. L. 112-55) none of the funds made available by the Act may be distributed to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries.
- (b) The offeror represents, by submission of its offer, that it is not the Association of Community Organizations for Reform Now (ACORN) or a subsidiary thereof.

(End of provision)

**K.7 1852-209.74 CERTIFICATION BY OFFERORS REGARDING FEDERAL INCOME TAX FILING and FEDERAL INCOME TAX VIOLATIONS. (DEVIATION FEB 2012)**

(a) In accordance with section 527 of The Consolidated and Further Continuing Appropriation Act of 2012 (Pub. L.112-55) none of the funds made available by the Act may be used to enter into a contract in an amount greater than \$5 Million unless the prospective contractor certifies in writing to NASA that, to the best of its knowledge and belief, the contractor has filed all Federal tax returns required during the three years preceding the certification, has not been convicted of a criminal offense under the Internal revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(b) The offeror's proposal shall include a signed written certification as follows –

To the best of my knowledge and belief, ---(name of offeror)--- has filed the Federal tax returns required during the three years preceding this certification, has not been convicted of a criminal offense under the Internal revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

Firm \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date of execution \_\_\_\_\_

(End of Provision)

**K.8 1852.209-75 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION FEB 2012)**

- (a) In accordance with sections 544 and 543 of The Consolidated and Further Continuing Appropriation Act of 2012 (Pub. L.112-55), none of the funds made available by that Act may be used to enter into a contract with any corporation that-

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government; or
- (2) Was convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

- (b) The offeror represents that –

- (1) It is ☐ is not ☐ a corporation that has had any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (2) It is ☐ is not ☐ a corporation that was convicted, or had an officer or agent acting on behalf of the corporation convicted, of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

**K.9 1852.225-72 Restriction on funding Activity with China – Representation.**

(a) Definition - “China” or “Chinese-owned” means the People’s Republic of China, any company owned by the People’s Republic of China or any company incorporated under the laws of the People’s Republic of China.

(b) Public Laws 112-10, Section 1340(a) and 112-55, Section 536, restrict NASA from contracting to participate, collaborate, or coordinate bilaterally in any way with China or a Chinese-owned company with funds appropriated on or after April 25, 2011. Contracts for commercial and non-developmental items are excepted from the prohibition as they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.

(c) Representation. By submission of its offer, the offeror represents that the offeror is not China or a Chinese-owned company.

(End of provision)

**[END OF SECTION K]**

## **SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

### **L.1 SECTION L SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

**52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 2008)**

**52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)**

**52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)**

**52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)**

**52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003)**

**52.215-22 LIMITATIONS ON PASS-THROUGH CHARGES – IDENTIFICATION OF SUBCONTRACT EFFORT (OCT 2009)**

**52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)**

**52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)**

### **L.2 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (52.252-1)(FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): **Federal Acquisition Regulation (FAR) clauses:** <http://www.acquisition.gov/far/>  
**NASA FAR Supplement (NFS) clauses:**  
<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

(End of provision)

### **L.3 COMMUNICATIONS REGARDING THIS SOLICITATION (GSFC 52.215-96) (AUG 2000)**

Any questions or comments regarding this solicitation shall cite the solicitation number and be directed to the following Government representative:

Name: Keith Long, Contract Specialist

Phone: 301-286-5075(Collect calls not accepted)

FAX: 301-286-5373

E-Mail: [Keith.Long@nasa.gov](mailto:Keith.Long@nasa.gov)

\*Address: Goddard Space Flight Center

Greenbelt, MD 20771  
Attention: Keith Long, \*Mail Code: 210.5

\*(Note: Must be complete, including Mail Code, on all transmittals.)

The Government will answer relevant and appropriate questions regarding this solicitation. Any Offeror questions should be submitted as soon as possible.

(a) Oral questions will not be answered due to the possibility of misunderstanding or misinterpretation. The Government will answer relevant and appropriate questions regarding this solicitation.

(b) Questions or comments should be submitted by the close of business on May 07, 2012 to allow for analysis and dissemination of responses in advance of the proposal due date. Late questions or comments are not guaranteed a response prior to the proposal due date.

(c) Questions or comments shall not be directed to the technical activity personnel.

(End of provision)

**L. 4 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM (52.211-4)(JUNE 1988)**

The relevant technical information, along with the current contract, its modifications, and recent task orders placed under the current contract(s) are available on the following website:

[www.nccs.nasa.gov/procurement](http://www.nccs.nasa.gov/procurement)

COMPLAINTS: Comments and complaints can be addressed to the Contracting Officer listed in the solicitation.

Any information received is for informational purposes only, and should be used at the Offeror's discretion and risk. All official information on the procurement will be contained in the Draft RFP (DRFP), responses and disposition of those responses to the DRFP, the final RFP, including any amendments.

Offerors are invited to comment on the electronic procurement library

(End of provision)

**L.5 TYPE OF CONTRACT (52.216-1) (APR 1984)**

The Government contemplates award of one Indefinite Delivery, Indefinite Quantity (IDIQ) Cost-Plus-Fixed-Fee (CPFF) contract resulting from this solicitation.

(End of provision)

**L.6 SERVICE OF PROTEST (52.233-2) (SEP 2006)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Dock Master  
Goddard Space Flight Center  
Building 16W-shipping and Receiving Dock  
Greenbelt, MD 20771  
Protest: Solicitation Number NNG12411365R  
Attn: Keith Long, Contract Specialist  
GSFC Mail Code 210.5  
Contracting Officer Phone No. (301) 286-5075

Protests will be marked with the date and time of receipt, subjected to security screening, secured, and delivered unopened to the Contracting Officer.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

**L.7 RESERVED**

**L.8 SAFETY AND HEALTH PLAN (1852.223-73) (NOV 2004)**

(a) The Offeror shall submit a detailed safety and occupational health plan as part of its proposal (NPR 8715.3, NASA Safety Manual, Appendices). The plan shall include a detailed discussion of the policies, procedures, and techniques that will be used to ensure the safety and occupational health of Contractor employees and to ensure the safety of all working conditions throughout the performance of the contract.

(b) When applicable, the plan shall address the policies, procedures, and techniques that will be used to ensure the safety and occupational health of the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), and high-value equipment and property.

(c) The plan shall similarly address subcontractor employee safety and occupational health for those proposed subcontracts that contain one or more of the following conditions:



(1) The work will be conducted completely or partly on premises owned or controlled by the Government.

(2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.

(3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).

(4) When the assessed risk and consequences of a failure to properly manage and control the hazards warrant use of the clause.

(d) This plan, as approved by the Contracting Officer, will be included in any resulting contract.

(End of provision)

#### **L.9 PATENT RIGHTS CLAUSES (1852.227-84) (DECEMBER 1989)**

This solicitation contains the patent rights clauses of FAR 52.227-11 (as modified by the NFS) and NFS 1852.227-70. If the contract resulting from this solicitation is awarded to a small business or nonprofit organization, the clause at NFS 1852.227-70 shall not apply. If the award is to other than a small business or nonprofit organization, the clause at FAR 52.227-11 shall not apply.

(End of provision)

#### **L.10 DETERMINATION OF COMPENSATION REASONABLENESS (1852.231-71) (MAR 1994)**

(a) The proposal shall include a total compensation plan. This plan shall address all proposed labor categories, including those personnel subject to union agreements, the Service Contract Act, and those exempt from both of the above. The total compensation plan shall include the salaries/wages, fringe benefits and leave programs proposed for each of these categories of labor. The plan also shall include a discussion of the consistency of the plan among the categories of labor being proposed. Differences between benefits offered professional and non-professional employees shall be highlighted. The requirements of this plan may be combined with that required by the clause at FAR 52.222-46, "Evaluation of Compensation for Professional Employees."

(b) The Offeror shall provide written support to demonstrate that its proposed compensation is reasonable.

(c) The Offeror shall include the rationale for any conformance procedures used or those Service Contract Act employees proposed that do not fall within the scope of any classification listed in the applicable wage determination.

(d) The Offeror shall require all service subcontractors (1) with proposed cost reimbursement or non-competitive fixed-price type subcontracts having a total potential value in excess of \$500,000 and (2) the cumulative value of all their service subcontracts under the proposed prime contract in excess of 10 percent of the prime contract's total potential value, provide as part of their proposals the information identified in (a) through (c) of this provision.

(End of provision)

#### **L.11 PROTESTS TO NASA (1852.233-70) (OCT 2002)**

Potential bidders or Offerors may submit a protest under 48 CFR Part 33 (FAR Part 33) directly to the Contracting Officer. As an alternative to the Contracting Officer's consideration of a protest, a potential bidder or Offeror may submit the protest to the Assistant Administrator for Procurement, who will serve as or designate the official responsible for conducting an independent review. Protests requesting an independent review shall be addressed to Assistant Administrator for Procurement, NASA Code H, Washington, DC 20546-0001.

(End of provision)

#### **L.12 GOVERNMENT PROPERTY MANAGEMENT INFORMATION (1852.245-80) (JAN 2011)**

(a) The Offeror shall identify the industry leading or voluntary consensus standards, and/or the industry leading practices, that it intends to employ for the management of Government property under any contract awarded from this solicitation.

(b) The Offeror shall provide the date of its last Government property control system analysis along with its overall status, a summary of findings and recommendations, the status of any recommended corrective actions, the name of the Government activity that performed the analysis, and the latest available contact information for that activity.

(c) The Offeror shall identify any property it intends to use in performance of this contract from the list of available Government property in the provision at 1852.245-81, List of Available Government Property.

(d) The Offeror shall identify all Government property in its possession, provided under other Government contracts that it intends to use in the performance of this contract. The

Offeror shall also identify: The contract that provided the property, the responsible Contracting Officer, the dates during which the property will be available for use (including the first, last, and all intervening months), and, for any property that will be used concurrently in performing two or more contracts, the amounts of the respective uses in sufficient detail to support prorating the rent, the amount of rent that would otherwise be charged in accordance with FAR 52.245-9, Use and Charges (June 2007), and the contact information for the responsible Government Contracting Officer. The Offeror shall provide proof that such use was authorized by the responsible Contracting Officer.

(e) The Offeror shall disclose cost accounting practices that allow for direct charging of commercially available equipment, when commercially available equipment is to be used in performance of the contract and the equipment is not a deliverable.

(f) The Offeror shall identify, in list form, any equipment that it intends to acquire and directly charge to the Government under this contract. The list shall include a description, manufacturer, model number (when available), quantity required, and estimated unit cost. Equipment approved as part of the award need not be requested under NFS clause 1852.245-70,

(g) The Offeror shall disclose its intention to acquire any parts, supplies, materials or equipment, to fabricate an item of equipment for use under any contract resulting from this solicitation when that item of equipment: Will be titled to the government under the provisions of the contract; is not included as a contract deliverable; and the Contractor intends to charge the costs of materials directly to the contract. The disclosure shall identify the end item or system and shall include all descriptive information, identification numbers (when available), quantities required and estimated costs.

(h) Existing Government property may be reviewed at the following locations, dates, and times:  
None

(End of provision)

### **L.13 LIST OF AVAILABLE GOVERNMENT PROPERTY (1852.245-81) (JAN 2011)**

(a) The Government will make the following Government property available for use in performance of the contract resulting from this solicitation, on a no-charge-for-use basis in accordance with FAR 52.245-1, Government Property, included in this solicitation. The offeror shall notify the Government, as part of its proposal, of its intention to use or not use the property.

**See Attachment J – Installation Accountable Government Property**

(b) The Government will make the following Government property available for use in performance of the contract resulting from this solicitation, on a no-charge-for-use basis in accordance with FAR 52.245–2, Government Property Installation Operation Services, as included in this solicitation. The offeror shall notify the Government of its intention to use or not use the property.

(c) The selected Contractor will be responsible for costs associated with transportation, and installation of the property listed in this provision.

(End of provision)

#### **L.14 PROPOSAL PREPARATION—GENERAL INSTRUCTIONS (JAN 2012)**

It is NASA's intent, by providing the instructions set forth below, to solicit information that will demonstrate the Offeror's competence to successfully complete the requirements specified in the Statement of Work (SOW), **Attachment A, hypothetical scenario work activities, and Representative Task Orders (See L.16, Section 3)**. Generally, the proposal should:

- Demonstrate understanding of the overall and specific requirements of the proposed contract.
- Convey the company's capabilities for transforming understanding into accomplishment.
- Present in detail, the plans and methods for so doing.
- Present the costs associated with so doing.

In the event that other organizations are proposed as being involved in conducting this work, their relationships during the effort shall be explained and their proposed contributions shall be identified and integrated into each part of the proposal, as appropriate.

As part of the Request for Proposal, the Offeror shall respond to how they would approach the Representative Task Orders (See **L.16—Mission Suitability Proposal Instructions**). **THE OFFEROR IS NOT TO PERFORM ANY ACTUAL WORK OR PRODUCE ANY DELIVERABLES ON THE REPRESENTATIVE TASK ORDERS (RTO) IN RESPONSE TO THE RFP!\***

##### **(a) PROPOSAL FORMAT AND ORGANIZATION**

(1) Offerors shall submit proposals in four volumes as specified below:

Volume	Title	Copies
I	Offer Volume	Original plus 12 Hard Copies and two electronic

		copies
II	Mission Suitability Volume	Original plus 12 Hard Copies and two electronic copies
III	Cost Volume	Original plus 12 Hard Copies and two electronic copies, and also one additional hard copy to DCAA.
IV	Past Performance	Original plus 12 Hard Copies and two electronic copies

(2) Offerors and proposed significant subcontractors for cost proposal purposes [defined as any subcontract that is likely to exceed 15% of a proposed Representative Task Order (RTO) estimate] shall forward one (1) additional hard copy of their Cost Proposal, marked “Enter correct number/NASA Proposal Evaluation Material”, to their cognizant Defense Contract Audit Agency (DCAA) office by the proposal due date specified in the Standard Form 33, Block 9. A copy of the proposal transmittal letter to DCAA shall be forwarded to the Contracting Officer for each cost proposal (prime and significant subcontractors) responding to this RFP.

(3) All pages of Volumes I, II, III, and IV shall be numbered and identified with the Offeror’s name, RFP number and date. Subsequent revisions, if requested, shall be similarly identified to show revision number and date. A table of contents shall be provided with figures and tables listed separately.

(4) Two electronic copies of the Offeror’s proposal, designating one as “back-up,” shall be submitted (in addition to the hardcopies specified above). All volumes shall be prepared using either Microsoft Word and Excel (with backwards compatibility for Microsoft Word 2003) or a searchable Portable Document Format (PDF) compatible with Adobe Reader 9. Cost proposal charts shall use Microsoft Excel (with backwards compatibility for Microsoft Excel 2003). Formulas, not values should be used in Excel spreadsheets, unless otherwise directed in the cost model instructions, where amounts are calculated in electronic versions. DO NOT compress any electronic files. DO NOT password protect any portion of your electronic submission. Cost proposal exhibits and charts shall use Microsoft Excel (with backwards compatibility for Microsoft Excel 2003). PDF for cost proposal exhibits and charts is not permitted. Formulas must be used in Excel spreadsheets, where the cell amount is the result of a calculation in electronic versions, unless otherwise directed in the cost instructions. DO NOT compress any electronic files. DO NOT password protect any portion of your electronic submission

Electronic files of Volumes I, II, III, and IV shall be on virus free CD-ROM (CD-R format) discs with an external label indicating: (1) the name of the Offeror, (2) the RFP number, (3) the format and software versions used, (4) a list of the files contained on the disk and (5) date of the information. In the event of any inconsistency between data

provided on electronic media and hard copies, the hard copy data will be considered to be correct.

(5) The format for each proposal volume shall parallel, to the greatest extent possible, the format of the evaluation factors and subfactors contained in the Section M of this solicitation. The proposal content shall provide a basis for evaluation against the requirements of the solicitation. Each volume of the proposal shall specify the relevant evaluation criteria being addressed.

(6) Information shall be precise, factual, detailed and complete. Offerors shall not assume that the evaluation team is aware of company abilities, capabilities, plans, facilities, organization or any other pertinent fact that is important to accomplishment of the work as specified in the SOW. The evaluation will be based primarily on the information present in the written proposal. The proposal shall specifically address each listed evaluation factor and subfactor.

**(b) PROPOSAL CONTENT AND PAGE LIMITATIONS**

(1) The following table contains the page limitations for each portion of the proposal submitted in response to this solicitation. Additional instructions for each component of the proposal are located in the contract provision noted under the Reference heading.

<b>Proposal Component</b>	<b>Volume</b>	<b>Reference</b>	<b>Page Limitations</b>
<b>Offer Volume</b>	I	L.15	None
<b>Mission Suitability Volume</b>	II	L.16	Mixed
(a) Cover Page and Table of Contents			None
(b) Enhancements, Efficiencies, or Innovations, Scenarios, Representative Task Orders, Management Plan, and Small Business Utilization response			75
(c) Deviations and Exceptions, Labor Categories, Phase-in Plan, Quality Assurance Plan, Total Compensation Plan, Safety and Health Plan, Organizational Conflict of Interest (OCI) Avoidance Plan, Mentor Protégé Program Participation Response, Small Business Subcontracting Plan			None
<b>Cost Volume</b>	III	L.17	Mixed
(a) Direct Labor Rates, Indirect Rates, and Fee Matrices (Attachment B)			None

(b) Cost Exhibits			None
(c) Total Basis of Estimates			30*
(d) Deviations/Exceptions			None
(e) List of Acronyms			None
<b>Past Performance Volume</b>	IV	L.18	Mixed
(a) Cover Page and Table of Contents			None
(b) Information from the Offeror			25 Pages*
(c) Indices, Past Performance Questionnaires, Small Business Subcontracting Plan History, Customer Evaluations, Termination/Descope information, and List of Acronyms			None
(d) Deviations & Exceptions			None

\*Both prime and each individual significant subcontractor(s) information shall be included within the page limitations listed above. Page limitations are for the total component (prime and subcontractor(s)).

(2) A page is defined as one side of a sheet, 8-1/2" x 11", with at least one inch margins on all sides, using not smaller than 12 point type Times New Roman font. Line spacing or the amount of vertical space between lines of text shall not be less than single line (Microsoft Word's default line spacing). Character spacing shall be "Normal", not "Expanded" or "Condensed." The margins may contain headers and footers, but shall not contain any proposal content to be evaluated. Foldouts count as an equivalent number of 8-1/2" x 11" pages. The metric standard format most closely approximating the described standard 8-1/2" x 11" size may also be used.

Volumes I, II, III, and IV shall be submitted in separate three-ring binders. Diagrams, charts, tables, artwork, and photographs may be reduced and, if necessary, run landscape or folded to eliminate oversize pages. Text in Diagrams, charts, tables, artwork, and photographs shall be no smaller than 10 point. Diagrams, tables, artwork, and photographs shall not be used to circumvent the text size limitations of the proposal.

(3) Title pages, tabs, and tables of contents are excluded from the page counts specified in paragraph (1) of this provision (as well as other documents specified in table (b)(1) above). In addition, the Cost volume of your proposal is not page limited except for the page limit for the Basis of Estimate (BOE) section specified in table (b)(1) above. However, this volume is to be strictly limited to cost and price information. Information that can be construed as belonging in one of the other volumes of the proposal will be so construed and counted against that volume's page limitation.

(4) The Government intends to evaluate proposals and award contract(s) without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct

discussions if the Contracting Officer later determines them to be necessary. If discussions are held and final proposal revisions are requested, the Government will specify separate page limitations in its request for that submission.

(5) Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government and will be returned to the offeror in accordance with NFS 1815.204-70(b).

(End of provision)

## **L.15 OFFER VOLUME (APR 2012)**

This must be a separate volume.

### **(a) STANDARD FORM (SF) 33, OFFEROR FILL INS AND SECTION K**

Blocks 12 through 18 of the SF 33 and the indicated Offeror required fill-ins in Sections B-K must be completed. The signed SF33 and the pages with the required fill-ins must be submitted. Annual representations and certifications shall be completed electronically in accordance with provision K.1, Annual Representations and Certifications (52.204-8). The balance of the solicitation need not be returned unless the Offeror has made changes to other pages that will constitute part of the contract. Any such changes must be separately identified in the Summary of Exceptions. **All SF 33s require original signatures.**

(1) It is requested that Offerors indicate, in Block 12 of the SF 33, a proposal validity period of 240 days. However, in accordance with paragraph (d) of FAR provision 52.215-1, "Instructions to Offerors--Competitive Acquisitions," a different validity period may be proposed by the Offeror.

(2) Provide the names and phone numbers of persons to be contacted for clarification of questions of a technical nature and business nature. Identify any consultants and/or subcontractors used in writing this proposal (if any) and the extent to which their services will be available in the subsequent performance of this effort.

The contract schedule refers to TBD and TBP. They are defined as follows:

TBD = TO BE DETERMINED BY THE GOVERNMENT

TBP = TO BE PROPOSED BY THE CONTRACTOR

### **(b) SUMMARY OF EXCEPTIONS**

Include a statement of acceptance of the anticipated contract provisions and proposed contract schedule, or list all specific exceptions to the terms, conditions, and requirements of Sections A through J of this solicitation, to the Representations and Certifications



(Section K) or to the information requested in Section L. Include the reason for the exception, or refer to where the reason is addressed in the proposal. This list must include all exceptions, both “business” and “technical”.

Include any new terms, conditions or clauses proposed by the Offeror which are of benefit to the Government. Discuss the benefit to the Government in Volume I, II, III, or IV as appropriate.

**Offerors are cautioned that exceptions or new terms, conditions, or clauses may result in a determination of proposal unacceptability (NFS 1815.305-70), may preclude award to an Offeror if award is made without discussions, or may otherwise affect an Offeror’s competitive standing.**

(c) ADDITIONAL INFORMATION TO BE FURNISHED

(1) Business Systems

State whether all business systems, including but not limited to accounting, property control, purchasing, estimating, and employee compensation, which require Government acceptance or approval (as applicable) are currently accepted/approved without condition.

Provide the date of acceptance/approval for each system and the cognizant contract administration office. Explain any existing conditional acceptances/approvals and the compliance status of any systems(s) for which acceptance or approval is currently withheld.

FAR 16.301-3 requires that a contractor's accounting system be adequate for determining costs applicable to the contract prior to the award of a cost-reimbursement contract. The offeror shall provide evidence of an adequate accounting system as determined by the cognizant administrative office for accumulating and reporting incurred costs. An adequate accounting system is not an evaluation criterion. It is a basic contract requirement with a pass/fail determination. A contract may only be awarded to the offeror(s) who are determined to have an adequate accounting system.

Offerors who do not have a cognizant DCAA adequate accounting system determination shall provide evidence of any independent audit and system approvals as well as documented system ability to segregate and accrue costs by contract.

(2) Contract Administration

Furnish the information listed below:

- a. Cognizant Government audit agency with mailing address, email address,

telephone number, and fax number.

b. Cognizant Government inspection agency with mailing address, email address, telephone number, and fax number.

c. Cognizant Government Administrative Contracting Officer by name with mailing address, email address, telephone number, and fax number.

### (3) Responsibility Information

Provide information addressing all of the elements under FAR 9.104 to demonstrate responsibility (address the elements under this section that are not addressed in another proposal volume).

### (4) Taxpayer Identification Number

Prime offerors shall provide their Taxpayer Identification Number (TIN) (the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns).

### (5) Government Property

Section L of this solicitation contains NASA FAR Supplement provisions 1852.245-80, "Government Property Management Information" and 1852.245-81, "List of Available Government Property." The first provision requires the submittal of certain information regarding the Offeror's Government property management procedures. The second provision requires the Offeror's to indicate if they intend to use any Government property that may be offered by this solicitation or if the Offeror requests the use of Government property not identified by this solicitation. This information should be included in this volume.

### (6) Cost Accounting Standards

State whether the Cost Accounting Standards (CAS) Disclosure Statement represented in Provision K.4, Cost Accounting Standards Notices and Certifications, has been approved by the cognizant Administrative Contracting Officer, and provide the date of such approval. If your CAS Disclosure Statement is currently not approved or there are some existing CAS non-compliance findings, please provide detailed explanation of the CAS non-compliance issues, corrective action status, and any potential impact on this procurement.

### (7) Subcontractor Listing

The Offeror shall provide a summary listing (by name and address) of all subcontractors (regardless of dollar value) that have been identified throughout the Offeror's proposal and the subcontract value associated with each entity.

(8) Waiver of Rights to Inventions

This solicitation contains NASA FAR Supplement (NFS) clause 1852.227-70, "New Technology" and NFS provision 1852.227-71, "Request for Waiver to Rights to Inventions". Any petitions for advance (prior to contract execution) waiver of rights to inventions should be included in this volume.

(9) Salary Surveys

Provide a summarization of all salary surveys used to develop direct labor rates for cost realism and total compensation plan evaluation, including the name, date of survey, geography, survey labor categories, survey percentiles, and survey salaries.

(End of Provision)

**L.16 MISSION SUITABILITY PROPOSAL INSTRUCTIONS (COMPETITIVE)  
(MAR 2011)**

Contents of Mission Suitability Proposal Instructions

1. General Instructions
2. Mission Suitability Proposal Format
3. Mission Suitability Instructions by Subfactor
4. Offeror Deviations/Exceptions

**1. General Instructions**

The Mission Suitability Proposal should be specific, detailed, and provide all the information requested by these instructions. The Mission Suitability Proposal must demonstrate that the offeror understands the requirements and has the ability to meet the requirements. General statements such as the "requirements are understood" or "standard procedures will be employed" are not adequate. Also, restatement or paraphrasing of the requirements should be avoided. Information previously submitted, if any, will not be considered unless it is resubmitted as part of the proposal. It must not be incorporated by reference.

The offeror must identify and discuss the risk factors associated with accomplishment of the requirements of the contemplated contract. This must be done as appropriate in the Mission Suitability Proposal. Risk factors may be those inherent in the work, unique to the offeror's chosen approach, and must include any risk factors that are specifically identified by the Government in this solicitation. General areas of possible risk that are of concern to NASA are technical, schedule, cost, safety, occupational health, security (including personnel, information technology), export control and environmental risks. The identification of risks is the responsibility of the offeror. However, these instructions

may include Government identified risks that the offeror must also address. The offeror's discussion of a risk factor should provide the offeror's approach to managing the risk--the probability of the risk, impact and severity, time frame and risk acceptance or mitigation.

Proposals will be evaluated against the requirements specified in this solicitation; however, offerors are encouraged to propose enhancements or efficiencies that shall provide new or innovative methods, techniques or technologies. The offeror shall fully describe each method, technique or technology and explain how they impact the performance of the SOW under the proposed contract. Efficiencies should be quantified where possible. The proposed approach should also include a discussion of the personnel categories proposed under the contract and how the labor skill and mix will be employed to accomplish the work in an effective and efficient manner. All discussions must be clear and concise and refer to the appropriate SOW activity. If these enhancements are valued by the Government and the offeror wants them to potentially be evaluated as strengths/significant strengths in the Mission Suitability Evaluation, then the offeror shall complete a Contract Attachment M, Contractor Proposed Enhancements or Efficiencies. The enhancements or efficiencies valued by the Government described in this attachment shall be binding contractual requirements and, as such, they shall augment the requirements of this solicitation. Offerors shall include Contract Attachment M as part of the model contract in the Business Proposal. Offerors shall specifically address the technical and risk impacts of proposed enhancements in the applicable subfactor and section of the Mission Suitability Proposal.

## **2. Mission Suitability Proposal Format**

The Mission Suitability Proposal must be divided and presented by each Mission Suitability subfactor as follows:

Subfactor A - Understanding the Technical Approach, Scenarios, and Representative Task Orders

Subfactor B - Management Plan

Subfactor C - Small Business Utilization (SBU)

Offeror Deviations/Exceptions

The format for the Mission Suitability Proposal shall parallel, to the greatest extent possible, the format of the evaluation factors and sub factors contained in Section M of this solicitation.

This solicitation contains NASA FAR Supplement clause 1852.242-73, "NASA Contractor Financial Management Reporting." For the purpose of NF 533 reporting under the actual contract, offerors may propose a WBS tailored to the way the work is to be performed or to the offeror's management or reporting systems for consideration by the Government.

## **3. Mission Suitability Instructions by Subfactor**

### **SUBFACTOR A – UNDERSTANDING THE TECHNICAL APPROACH,**

## **SCENARIOS, AND REPRESENTATIVE TASK ORDERS**

The full SOW will be incorporated into the contract in order to define the scope of the contract. For the purpose of demonstrating a thorough understanding of the work required within the scope of the SOW, Offerors shall address the following enhancements, efficiencies, or innovations, scenarios and Representative Task Orders (RTO) only. No response to the objectives or the functional requirements in the SOW beyond what appears below is required, nor is a response expected.

### ***Enhancements, Efficiencies, or Innovations***

Offerors are encouraged to propose enhancements or efficiencies that shall provide new or innovative methods, techniques, or technologies across the entire SOW. The Offeror shall fully describe each method, technique, or technology and explain how it impacts the performance of the SOW under the proposed contract. Offerors shall document any assumptions and the rationale for these assumptions. Efficiencies shall be quantified where possible, and Offerors shall specifically address the technical and risk impacts of the proposed enhancements. All discussions must be clear and concise and refer to the appropriate SOW activity.

The Offeror shall complete a Contract Attachment M, Contractor Proposed Enhancements or Efficiencies. The enhancements or efficiencies valued by the Government described in this attachment shall be binding contractual requirements and, as such, they shall augment the requirements of this solicitation. Offerors shall include Contract Attachment M as part of the model contract in the offer volume.

### ***Scenarios***

Offerors shall provide a narrative that fully describes their understanding of each scenario below. Offerors shall address the processes they would take to successfully address each scenario, their approach, management, proposed technical solution, work to be completed, communications, and risks. Offerors shall describe any new or innovative methods, techniques or technologies that might be applied to the scenarios. Any efficiency related to any new or innovative method, technique, or technology should be quantified where possible, and explanations must be clear and concise. Offerors shall document any assumptions and the rationale for these assumptions. For all scenarios that require milestones and a representative time line, the Offeror's response shall assume a start date of January 1<sup>st</sup>.

### **Scenario (1) – Evaluation of Advanced Technology**

CISTO and the NCCS are constantly looking at new technologies and how those technologies might be put into production in support of end user requirements. Offerors shall present their understanding of the technology roadmaps that may be leveraged by CISTO or the NCCS to meet future requirements. The technology roadmaps shall cover 5-years. From the roadmap, Offerors shall propose one technology to evaluate, describe their process for selecting that technology, partnering relationships, process for

evaluating the technology, and documenting the results.

### **Scenario (2) – Major Discover Software Upgrade**

Once an NCCS system is in production, periodic upgrades are necessary to keep the system maintainable and serviceable. Assuming the Discover cluster is in full production (no new integrations), the Offeror shall outline a full project to perform a major software upgrade, which could include all parts of the software stack. Offerors shall describe their complete process to perform the upgrade from start to finish, including a description of major milestones and a representative time line. Offerors shall describe their process for managing the project, the communications plan for all stakeholders, risks, and risk management.

### **Scenario (3) – Archive Data Policy**

The growth of the NCCS archive has increased dramatically over the past two years, mostly due to the large number of cores currently deployed within the Discover environment. Given a flat spending profile for the NCCS archive, Offerors shall provide an alternatives analysis for archive data policies that could be implemented by the NCCS, including associated risks. Offerors shall describe a process for the selection of one of the archive policies and the implementation of the data policy. Offerors shall describe their complete process from start to finish, including a description of major milestones and a representative time line. Offerors shall describe their approach to create a policy, their communications plan for all stakeholders, implementation strategy, risk, and risk management.

### **Scenario (4) – User and Application Support**

The NCCS handles a large number of tickets submitted by users for various levels of assistance such as Level 1 support for issues with accounts to Level 2 support for trouble shooting, porting, and tuning to Level 3 support for parallelization of applications and vendor level support. Offerors shall describe their full process for addressing all tickets including providing a definition of the various levels of support. Offerors shall describe their approach to managing the full lifecycle of all tickets.

### **Scenario (5) – Data Management**

CISTO has a requirement to support the Bureau of Land Management's Burned Area Emergency Response program by providing an integrated suite of online data products that include historical, recent, and future precipitation and soil moisture estimates for the Western US. The Offeror shall describe how to develop and operationally deploy such a service.

### ***Representative Task Orders (RTO)***

The Offeror shall provide a written task plan addressing the following RTOs. In accordance with the Task Ordering Procedure clause in Section H of this RFP, the task plan shall identify the technical approach, staffing from labor categories, projected hours per labor category, Government interfaces, the flow of activities from start to completion (including time lines), proposed service level agreements if any, and any other

information required to determine the adequacy of the Offeror's proposed plan. The plan shall be specific, detailed, and complete to demonstrate a clear and full understanding of the objectives, management of the project, risks, and risk management. Offerors shall describe any new or innovative methods, techniques or technologies that might be applied to the scenarios. Any efficiency related to any new or innovative method, technique, or technology should be quantified where possible, and explanations must be clear and concise. The Offeror shall propose a Work Breakdown Structure (WBS) at the lowest WBS Level only (WBS Level 2), in response to the RTOs. The Offeror shall document any assumptions and the rationale for those assumptions made in their response to the RTOs.

## **RTO (1) – Major Procurement and Integration**

### **Background:**

Each year, the NCCS performs a major system upgrade to the Discover compute cluster. For this RTO, the Offeror shall outline a full project, including a representative schedule, from defining the requirements to the integration of the upgrade to the full costing of the money to the Government. Offerors shall present their complete process and approach to purchasing equipment for the Government. Offerors shall discuss the necessary communications plan, approvals, skill sets, support needed from Government staff or other parts of NASA, risks, and risk management.

### **Assumptions:**

For the purposes of this RTO, proposals are to assume that:

- The budget for the procurement portion of this RTO is \$5M plus contractor fees associated with material and handling. The procurement portion must include all hardware, software, maintenance, and associated vendor support for delivery, installation, and acceptance.
- The new augmentation is to be added into the production Discover cluster. Offerors should assume that the new augmentation would consist of adding only compute racks and the associated infrastructure (high speed interconnect and management network) in order to link into the existing Discover cluster.
- The software stack to be installed on the new addition to the Discover cluster would be a similar as possible to the existing software stack.
- The NASA Facilities Management Division (FMD) would make all facilities modifications, but the Offeror would coordinate and support these facility modifications. No costs for facilities modifications should be included in this RTO.
- Assume that all labor associated with this RTO must be covered under this task order.

### **Required Contractor Support:**

The contractor shall be responsible for all work associated with the integration (from procurement to full acceptance and hand off to operations) of a new capability into the

Discover cluster as described in the SOW Section 4 and SOW 5.1 (f).

**Period of Performance:**

The period of performance for this RTO is for 1 year. Offerors must use the following dates for the period of performance for this RTO: December 5th, 2012 through December 4th, 2013.

**Location:**

All work will be performed at Goddard Space Flight Center (GSFC).

**Deliverables:**

The contractor will deliver to the Government the following prior to the end of the task:

<b>Deliverable</b>	<b>Description</b>	<b>Due</b>
Process Plan/Project Plan	Description of the Offeror's full integration process and project plan with milestones.	December 20 <sup>th</sup> , 2012 (~2 weeks from the start of the task)
Monthly Highlights	Provide a bulleted list of monthly highlights about activities associated with the project.	The last business day on or before the 4 <sup>th</sup> calendar day of each month providing a high level bulleted summary of the accomplishments for the month, including available imagery, slides, URLs and references.
Monthly Updates	Provide monthly report with updates to the project plan and highlights of activities for the previous month.	The last business day on or before the 8 <sup>th</sup> calendar day of each month for the previous month or as jointly determined following contract award.

**RTO (2) – Operations Support**

**Background:**

The NCCS operates a large compute cluster for NASA (Discover), a compute cluster for NASA/NOAA (Jibb), data portal, archive, and networks for use by hundreds of users within the Science Mission Directorate. For this RTO, the Offeror shall present their complete process and approach to operating the NCCS services as described in Section 5 of the SOW. Offerors shall discuss the necessary communications plan, approvals, skill sets, support needed from Government staff or other parts of NASA, risks, and risk



management.

**Assumptions:**

For the purposes of this RTO, proposals are to assume that:

- The contractor staff will accomplish all work.
- This task will cover all components of the Discover system (including analysis nodes and GPUs), the NCCS archive, Data Portal, NCCS local area network, security, and facilities.
- Throughout the period of performance for this RTO, the operational staff may be matrixed into other activities, such as efforts associated with the integration of new technology into operations.

**Required Contractor Support:**

The Offeror shall be responsible for the operations of the NCCS systems as described in Section 5.0 of the SOW with the exception of Section 5.1 (f).

**Period of Performance:**

The period of performance for this RTO is for 5 years. Offerors must use the following dates for the period of performance for this RTO: December 5th, 2012 through December 4th, 2017.

**Location:**

All work will be performed at Goddard Space Flight Center (GSFC).

**Deliverables:**

The contractor will deliver to the Government the following prior to the end of the task:

<b>Deliverable</b>	<b>Description</b>	<b>Due</b>
Standard Operating Procedures (SOP)	Creation or updates of standard operating procedures (SOP) will occur throughout this task.	As needed
Yearly Maintenance Plan	Proposed yearly maintenance plan to address all operational systems covered in this task.	Annually on January 5 <sup>th</sup> (~4 weeks after start of task)
Monthly Operational Analysis	End of month operational analysis of all systems covered within this task, including availability, utilization, downtimes, and other agreed upon metrics.	The last business day on or before the 8th calendar day of each month for the previous month.
Annual Operational Analysis	End of year operational analysis of the cluster system, including trends and suggestions for operational improvements.	Annually on December 15 <sup>th</sup> , with the last report due on December 4 <sup>th</sup> , 2017.

Monthly Highlights	Provide a bulleted list of monthly highlights about activities associated with the project.	The last business day on or before the 4 <sup>th</sup> calendar day of each month providing a high level bulleted summary of the accomplishments for the month, including available imagery, slides, URLs and references.
Monthly Updates	Provide monthly report with updates to the project plan and highlights of activities for the previous month.	The last business day on or before the 8 <sup>th</sup> calendar day of each month for the previous month or as jointly determined following contract award.

### **RTO (3) – Direct Readout Laboratory (DRL)**

#### **Background:**

This task is to support the continuation of technology and science algorithm development for NASA’s direct readout program and direct broadcast spacecraft design and functionality. NASA’s vision driving this work is the unification of the Global Direct Readout Community for data democratization and understanding of Earth processes as a system.

The scope of this task shall encompass the provision of science data management expertise and support the distributed data and technology development environment of the Direct Readout Laboratory at the Goddard Space Flight Center. The areas of focus will be in design, development and implementation of database schemas and software tools for science processing algorithm implementation in real-time data system’s direct readout applications.

The contractor shall also provide technology management and coordination. These services shall include analyses and recommendations that will serve, in part, to effect and enhance the performance of the DRL as well as to define and accomplish important DRL Program requirements. These services shall facilitate the conduct of technology development efforts.

#### **Required Contractor Support:**

The objective of this task is to continue to lay down the technology foundation for distributed data environment and modular real-time data systems design for Science data Processing Algorithms (SPAs) for existing and upcoming Earth science missions.

The contractor shall be responsible for all work associated with the DRL as described in the SOW Section 11. Specifically, the contractor shall provide computer science, engineering, tools, personnel and test equipment necessary to meet the following requirements:

1. Maintain and support the Direct Readout Laboratory's ground stations and computational data systems. Perform continual performance evaluations based on data quality and Radio Frequency (RF) signal integrity. Coordinate and assist vendor if repairs and/or upgrades are necessary.
2. Support the Direct Readout Alpha Program. Travel to development International Polar-Orbit Processing Package (IPOPP) Alpha sites for evaluation of technology performance, interoperability, usability and collaboration.
3. Generate Climatology data sets to support the direct readout Visible Infrared Imaging Radiometer Suite (VIIRS) Environmental Data Records.
4. Provide direct readout science algorithm development support, for algorithms involving the National Polar-orbiting Operational Environment Satellite (NPOESS) Preparatory Project (NPP) instrument calibration and geo-registration and individually required Environmental Data Record (EDR) algorithms.
5. Provide liaison support to the discipline-based Direct Readout Steering Committees. Including analysis and recommendation reports from such committees.
6. Science Processing Algorithm (SPA)-wrap Science Data Record (SDR) science algorithms that have been ported by Raytheon from the IDPS using ADL libraries.
7. Implementation of an algorithm packaging techniques that will allow for self-extracting and installation of science processing algorithms within the IPOPP framework.
8. Suomi NPP VIIRS, Crosstrack Infrared Sounder (CrIS) and Advanced Technology Microwave Sounder (ATMS) data product inter-comparisons and science quality assessment between institutional products and SPA direct readout products.
9. Periodic (bi-monthly) Suomi NPP High Rate Data (HRD) checkout using the NPP In-Situ Ground System (NISGS).
10. Address IPOPP Alpha test site installation and processing issues as they arise. Enter problems into the bug tracking system and establish priority between IPOPP version bug fixes with development schedules.
11. Update DRL web portal on meeting results, logistical information and documentation availability.
12. Provide DRL web portal technical information on data systems and science processing algorithm development status.
13. Provide conference support in the form of logistics and project personnel to man booths, give presentations and prepare presentation material relevant to DRL's technology development activities. Update all DRL literature and posters describing NISGS and Joint Polar Satellite System (JPSS) technology development.

14. Coordinate the EOS/NPP International Direct Readout Meeting: Establish hosting organization contacts: Coordinate participation of DB users that are local to the host country: Support the creation of the DB meeting agenda: Seek out presenters and organizations that are relevant to the meeting: Logistically support, manage and seek-out invited speakers: Ensure meeting objectives are met. Be focal point and responsible for final report.
15. Continue IPOPP development towards version 3.0 and make ready for public distribution – following proper technical and administrative public distribution procedures. Version 3.0 shall constitute the IPOPP framework with currently available SPAs for MODIS Direct Broadcast (DB) Level 2 algorithms, VIIRS SDR and Environmental Data Records (EDR) SPAs and, CrIS/ATMS SDR and EDRs (JPSS-1 instruments).
16. Technical management and system architecture enhancement and support of the IPOPP System.
17. Develop pre and post launch HRD test procedure for JPSS-1.
18. Develop data reformatting tools to comply with mission science data export formats.
19. Provide algorithm development configuration management.

**Period of Performance:**

The period of performance for this RTO is for 3 years. Offerors must use the following dates for the period of performance for this RTO: December 5th, 2014 through December 4th, 2017.

**Location:**

All work will be performed at Goddard Space Flight Center (GSFC).

**Deliverables:**

The contractor will deliver to the Government the following prior to the end of the task:

<b>Deliverable No.</b>	<b>Description</b>	<b>Delivery Date</b>
1	Operational International Polar-Orbiter Processing Package (IPOPP) version 3.0 with Suomi NPP and Joint Polar Satellite System (JPSS)-1 all Data Records (xDR) support with User's Guide.	December 4th, 2017
2	Field Terminal System (FTS) Configuration Management (CM) 7150.2A Documentation.	September 30 <sup>th</sup> , 2015
3	Operational CrIS and ATMS Direct Readout SDR SPAs.	September 30 <sup>th</sup> , 2016
4	Operational Cross-track Infrared and Advanced Technology Microwave Sounder Suite (CrIMSS) Environmental Data	September 30 <sup>th</sup> , 2016

	Record (EDR) SPA.	
5	Maintenance and sustainment model design and implementation for systematic porting of required Suomi NPP and JPSS-1 Data Records (xDRs) from the JPSS Interdisciplinary Data Processing System (IDPS) algorithms.	December 5 <sup>th</sup> , 2017
6	Monthly status report.	1st day of each month
7	Travel as required to fulfill task requirements.	45 days prior to delivery of item

### Quality Assurance Plan

The Offeror shall submit a written Quality Assurance Plan (QAP) that shall identify the Offeror's approach to ensuring quality services throughout the duration of the contract. Specifically, the plan shall identify the procedure(s) for continually surveilling, identifying and correcting deficiencies. The QAP shall describe the Offeror's method(s) (i.e. 100% inspection, planned sampling, random sampling, obtaining customer feedback or complaints, or incidental inspections) to determine whether performance requirements in the SOW are met. The QAP shall describe whether measurements of performance are subjective or objective and shall identify the quality, quantity, and timeliness of the support services to be assessed. The QAP will be incorporated into the contract as an Attachment.

### SUBFACTOR B – MANAGEMENT PLAN

The Offeror shall describe the organizational structure, including policies, procedures, and techniques for efficiently managing the proposed work. Proposals shall set forth the Offeror's approach to organizational structure, staffing and effective utilization and distribution of the workforce in meeting contract requirements, cost constraints and schedules, while minimizing bottlenecks and maximizing efficiency.

The Offeror shall provide a detailed description of the responsibilities and authorities for administrative and technical management of this contract, from lower levels through intermediate management to top-level management. The Offeror should include such elements as the span of control, resolving internal conflicts over resources with other company organizations, degree of autonomy, and lines of communication among Government, contractor, and subcontractor. The Offeror shall provide an organizational chart for this program identifying all managerial positions by title. All interfaces with GSFC personnel must be clearly delineated. Include an organizational chart that identifies where this contract fits within the corporate structure.

The Offeror shall provide an in-depth discussion of the independence and autonomy of the Program Manager, clearly stating the Program Manager's reasons for and methods of accessing corporate officials and his/her control over essential resources/functions

necessary to accomplish the work, including the Program Manager's authority to utilize and redirect subcontract resources. The Offeror's approach shall describe the type and degree of corporate support and resources that are under the direct control of the Program Manager in the performance of this contract. The Offeror shall describe the Program Manager's support staff (delineating the span of control and duties of other personnel who have supervisory responsibilities) and demonstrate capability to operate as a team.

The Offeror shall provide a complete staffing plan that shows how it will fill the staff requirements. Consolidations, improvements, and other changes shall be explained in detail with a clear, convincing rationale for every action. The staffing plan shall describe how the Offeror intends to staff this effort and how the approach will allow the Offeror to meet the requirements of this contract. The staffing plan shall include a comprehensive hiring plan which presents the expected number of personnel to be hired from incumbents, those to be transferred from within the Offeror's own organization, and those from other sources. The Offeror shall discuss their staffing approach and strategies if their primary staffing strategy is not completely successful. The Offeror shall describe their approach to providing backup for the staff and techniques used for replacement in the event of absences or vacancies. Offerors should describe their ability to staff from existing resources and from outside sources to satisfy fluctuating requirements. Offerors should also indicate policies on temporary assignments of company personnel with relevant specialized skills.

The Offeror shall describe the corporate resources available to enhance technical, operational, and management performance under this contract including staffing, corporate support, facilities and equipment, including relevance, sufficiency and availability. The Offeror shall describe the breadth of the corporate resource base beyond those of the immediate staff and how these resources may be obtained and applied.

If subcontractors are proposed, the Offeror shall identify their interfaces to your organizational structure and provide: 1) a separate organization chart for each subcontractor, 2) the basis for the selection of each subcontractor, 3) the nature and extent of the work to be performed by each subcontractor, 4) the benefits of these arrangements to the Government, and 5) methods of management and reporting to GSFC of subcontractors' financial and technical plans and performance.

The Offeror shall describe the rationale and procedures for determining the work to be subcontracted, if any, and for managing subcontracts. The Offeror's planned usage, if any, of subcontracting agreements shall be addressed. For any subcontracting agreements, the Offeror shall detail the functional areas and functional split of responsibilities including the potential percentages of work to be performed. The Offeror shall discuss its plans for addressing any problems that arise as a result of the proposed organization structure or poor and/or non-performance of subcontracted portions of the contract.

The Offeror shall provide their approach to manage teams of diverse personnel and how multiple, simultaneous efforts that may have competing requirements for technical expertise, timelines and delivery schedules will be supported. The Offeror shall identify

their approach to maintaining technical competency and provide the appropriate support as needed throughout the duration of the contract and assigning of work in a changing, dynamic, and evolving technical environment. The Offeror shall also address how it will implement delivery schedule management, risk management, and obtain user feedback for performance improvement. A description of how priorities will be set and handled as well as how shifting of work will be managed is required.

Offerors shall provide written position qualifications for the specific labor categories envisioned for this requirement for the entire SOW. Offerors need to address the minimum requirements in the position qualifications, to include the necessary experience, summary of duties and responsibilities, specific requirements/licensing, minimum education and minimum experience required for the position. Offerors shall include the position title and to whom the position reports. Furthermore, the Offeror shall identify the positions considered critical to meet the requirements of the contract, and describe the rationale for identifying these positions as critical. All position qualifications will be incorporated into the resultant contract as **Attachment B**.

The Offeror shall provide an approach that clearly identifies any proposed industry process models, best practices, and performance standards that would be applied towards the governance and lifecycle management of Information Technology systems. The Offeror shall describe how its approach will ensure compliance with Federal, Agency, and Center and security mandates, support the necessary services and functions of these systems, while providing value to the Government and maintaining or enhancing quality services. The approach should specifically address security, system configuration, configuration management, patch management and explain the Offeror's strategies for keeping these systems secured and operational for delivering information and computational services to the user community.

### ***Phase-In Plan***

The Offeror shall provide a detailed phase-in plan that addresses, at a minimum, the Offeror's approach to ensure continuity and a smooth and complete transition from the incumbent contractor during the 30-day phase-in period. The phase-in plan shall clearly demonstrate an ability to assume full contract responsibility immediately following the phase-in period. The phase-in plan shall also specifically address how ongoing work will be maintained, the proposed management organization, schedule, staffing transition, orientation and training of personnel. The Offeror shall address their preparation for the timely processing of the Personal Identify Verification (PIV) requirements. The Offeror shall address any dependency upon the incumbent contract. Also, the Offeror shall specify the extent of involvement of NASA personnel during this period.

The 30-day phase-in period will be accomplished through the issuance of a separate firm-fixed price contract/purchase order.

### ***Total Compensation Plan***

The Offeror shall provide a Total Compensation Plan (TCP) for all personnel proposed, in accordance with NFS provision 1852.231-71, "Determination of Compensation Reasonableness," and FAR provision 52.222-46, "Evaluation of Compensation for Professional Employees." The required professional compensation plan must:

- Classify all labor categories proposed as "exempt" or "non-exempt" positions; briefly define the terms "exempt" and "non-exempt" as used by your organization and correlate your definition with that provided for in the Code of Federal Regulations, and
- Identify the categories of personnel that are in a bona fide executive, administrative or professional capacity as defined by FAR 22.1102 and 29 CFR 541.

In accordance with **Exhibit 12A & Exhibit 12B** "Fringe Benefit Chart", the Offeror and all service subcontractors (as defined in paragraph (d) of NFS provision 1852.231-71) shall provide a detailed list of their fringe benefits and company estimated cost per hour, along with an itemization of the benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of the benefit. Two exhibits shall be submitted, one containing the average of fringe benefit information for all the exempt labor categories and one containing the average of fringe benefit information for all the non-exempt labor categories. (The Mission Suitability Proposal must not include **Exhibit 12A & Exhibit 12B** but should reference where the information appears in the Cost Proposal.)

The Offeror shall provide supporting data, such as recognized national, regional, and local compensation surveys and studies of professional, public and private organizations, used in establishing the total professional compensation structure.

### ***Safety and Health Plan***

The Offeror shall provide a safety and health plan in accordance with NFS Provision 1852.223-73, "Safety and Health Plan". The Offeror shall discuss its approach to compliance with all applicable NASA policies and procedures relative to safety, occupational health, and NASA Procedural Requirements (NPR) 8715.3 "NASA General Safety Program Requirements."

This plan, as approved by the Government, will be included in any resulting contract. Offerors are directed to NPR 8715.3, Appendix E instructions regarding the contents of Safety and Health Plan. NPR 8715.3 can be accessed at the following website:

<http://nodis3.gsfc.nasa.gov/displayDir.cfm?t=NPR&c=8715&s=3C>

The Offeror shall indicate if any of the standard contents of the Safety and Health Plan, as prescribed by NPR 8715.3, would not be applicable to this specific contract, and provide an explanation for that determination.



The Offeror's plan shall address their approach to handling the hazardous materials identified in Section I, "Hazardous Material Identification and Material Safety Data" (FAR 52.223-3--Alternate I), if applicable.

***Organizational Conflict of Interest (OCI) Avoidance Plan***

In accordance with NFS 1852.237-72, Access of Sensitive Information and the principles of FAR Subpart 9.5, the Offeror shall submit a comprehensive OCI Avoidance Plan that thoroughly analyzes all organizational conflicts of interest that might arise because the Contractor has access to other companies' sensitive information (unequal access to information), due to biased ground rules, and/or due to impaired objectivity. The plan shall establish specific methods to control, mitigate, or eliminate all problems identified. The Final OCI Avoidance Plan, as approved by the Contracting Officer, shall be incorporated into the Contract as a compliance document.

The response shall include, at a minimum:

- A description of the risks to contract performance resulting from the various types of organizational conflicts of interest for the Offeror and proposed subcontractors, including consultants.
- A description of the Offeror's approach, process and procedure for identifying, mitigating and/or avoiding potential organizational conflicts of interest and ensuring compliance with contract terms relevant to OCIs and limitations on future contracting.
- A description of any known OCIs, including its approach for mitigating and/or avoiding them
- The Offeror shall describe its approach to identifying and protecting proprietary information and sensitive information as required by the Access to Sensitive Information clause and contract terms.
- The Offeror shall describe the impact of their OCI Avoidance plan on the effective and efficient performance of the Statement of Work for this contract.

**SUBFACTOR C – SMALL BUSINESS UTILIZATION (SBU)**

All offerors, except small businesses, must complete the portion of the instructions under Small Business Subcontracting specific to Small Business Subcontracting Plans. Small businesses are not required to submit Small Business Subcontracting Plans; however, small businesses are required to indicate the amount of effort proposed to be done by a small business either at the prime level or at the first tier subcontract level.

All offerors are required to complete the instructions regarding the Commitment to Small Businesses.

**(a) Small Business Subcontracting**

Small Business Subcontracting Plan (the Plan) Required by the FAR:

(1) This solicitation contains FAR clause 52.219-9--Alternate II, "Small Business Subcontracting Plan". The Plan described and required by the clause, including the associated subcontracting percentage goals and subcontracting dollars, shall be submitted with your proposal.

(2) The Contracting Officer's assessment of appropriate subcontracting goals for this acquisition, expressed as a percent of the IDIQ MAXIMUM ORDERING VALUE, is as follows:

Total Small Businesses (SB)	26%
Small Disadvantaged Business Concerns (SDB)	8.0%
Women Owned Small Business Concerns (WOSB)	5.5%
Historically Black Colleges and Universities (HBCU)	0.5%
HUBZone Small Business Concerns (HBZ)	1.5%
Veteran Owned Small Business Concerns (VOSB)	3.0%
Service-Disabled Veteran-Owned Small Business Concerns (SDVOSB)	2.5%

Note: The category of Other SB is not separately identified; other SB in the amount of 5% is included in the Total SB goal.

\*Although 15 U.S.C. 637(d) requires subcontracting plans to contain information about SDB concerns, case law prevents the Government from giving evaluation credit to business types based on race or ethnicity unless those businesses are in under represented industries. The Section M evaluation for SDB participation ensures that the Government only evaluates participation of SDBs in industries that are designated by the Department of Commerce as under represented. For purposes of the Small Business Subcontracting Plan, the proposed subcontracting goal for SDBs will be evaluated based upon the SDB's status as a small business.

(3) The numbers above reflect the Contracting Officer's assessment of the appropriate subcontracting goals to be achieved at the completion of contract performance. When appropriate, an offeror may discuss plans to phase-in small business concerns, explaining the rationale for the phase-in schedule. If it is anticipated that the proposed small business goals will not be met by the submission of the first Individual Subcontracting Report (ISR) for this effort as required by 52.219-9 Small Business Subcontracting Plan, the Offeror should discuss their approach to include timeline for meeting these goals and the rationale for it.

(4) Offerors are encouraged to propose goals that are equivalent to or greater than those recommended by the Contracting Officer. However, offerors must perform an

independent assessment of the small business subcontracting opportunities and are encouraged to propose goals exceeding the recommended goals where practical.

(5) The Plan submitted with the proposal shall be incorporated in Section J as **Attachment I** in the resulting contract. The requirements in the Plan must flow down to first tier large business subcontracts expected to exceed \$650,000 or \$1,500,000 for construction of a public facility. Although these first tier large business subcontractors are encouraged to meet or exceed the stated goals, it is recognized that the subcontracting opportunities available to these subcontractors may differ from those suggested in the solicitation based upon the nature of their respective performance requirements.

(6) Offerors are advised that a proposal will not be rejected solely because the submitted Plan does not meet the NASA recommended goals that are expressed in paragraph (a) (2) above in terms of percent of the IDIQ MAXIMUM ORDERING VALUE. NASA will consider the amount of work being retained for performance by the prime contractor in-house when determining whether a subcontracting plan is acceptable. Offerors shall discuss the rationale for any goal proposed that is less than the Contracting Officer's recommended goal in any category. In addition, the Offeror shall describe the efforts made to establish a goal for that category and what ongoing efforts, if any, the Offeror plans during performance to increase participation in that category.

(7) In addition to submitting a Small Business Subcontracting Plan in accordance with the Section I FAR clause 52.219-9--Alternate II, offeror's shall complete Exhibit 13 SMALL BUSINESS SUBCONTRACTING PLAN GOALS, which provides a breakdown of the offeror's proposed goals, by small business category, expressed in terms of both a percent of the IDIQ MAXIMUM ORDERING VALUE and a percent of TOTAL PLANNED SUBCONTRACTS. Offerors shall show the proposed subcontracting goals for the basic contract requirement and each option separately.

(NOTE: FOR PURPOSES OF THE SMALL BUSINESS SUBCONTRACTING PLAN, THE PROPOSED GOALS SHALL BE STATED AS A **PERCENT OF TOTAL SUBCONTRACTS**, NOT AS A PERCENT OF THE IDIQ MAXIMUM ORDERING VALUE, REFER TO THE BELOW EXAMPLE)

Example of Subcontracting Goals as expressed in both the IDIQ Maximum Ordering Value and Subcontract Value for a IDIQ maximum value of \$100M and estimated subcontracts of \$50M.

	<i>Column A</i>	<i>Column B</i>	<i>Column C</i>
<b>Category</b>	<b>Percent of IDIQ Maximum Ordering Value</b>	<b>Dollar Value</b>	<b>Percent of Subcontracting Value</b>
Small Business Concerns	25 percent	\$25,000,000	50 percent

<i>The following subcategories are inclusive of the above Small Business percentage</i>			
Small Disadvantaged Business Concerns	5.5 percent	\$5,500,000	11 percent
Women Owned Small Business Concerns	9 percent	\$9,000,000	18 percent
Historically Black Colleges and Universities	1.5 percent	\$1,500,000	3 percent
HUBZone Small Business Concerns	1.5 percent	\$1,500,000	3 percent
Veteran Owned Small Business Concerns	2.5 percent	\$2,500,000	5 percent
Service-Disabled Veteran-Owned Small Business Concerns	1.5 percent	\$1,500,000	3 percent

The Offeror proposes small business subcontracting goals as a percentage of the IDIQ Maximum Ordering Value in column A.

Then based on the \$100 million IDIQ Maximum Ordering Value, the resulting statement of dollars that the Offeror would include in the Subcontracting Plan, as required by paragraph (d)(2) of FAR clause 52.219-9--Alternate II, would be as indicated in column B.

However, the Small Business Subcontracting Plan shall also express goals as a percent of total planned subcontracts. Assuming total subcontracting of \$50M, the resulting percentage goals, expressed as a percent of total subcontract dollars, and which would be stated in the Small Business Subcontracting Plan as required by paragraph (d)(1) FAR clause 52.219-9--Alternate II would be recorded in column C.

(b) Commitment to the Small Business Program

(1) All Offerors must briefly describe work that will be performed by small businesses. Information could also include the identification of any work to be subcontracted considered “high technology. High Technology is defined as applied research and development efforts that make use of or enhances the most advanced technology available and is performed primarily by professional engineers, scientists, and high skilled technicians or specialists.

(2) If the subcontractor(s) is known, offerors must connect the work to the subcontractor and specify the extent of commitment to use the subcontractor (s) (enforceable vs. non-enforceable commitments).(Small business offerors shall provide this information to the extent subcontracting opportunities exist in their approach to performing the

requirement.)

(3) All Offerors shall provide information demonstrating the extent of commitment to utilize small business concerns and to support their development. Information provided should include a brief description of established or planned procedures and organizational structure for Small Business outreach, assistance, counseling, market research and Small Business identification, and relevant purchasing procedures. (For Large Business Offerors, this information should conform to applicable portions of your submitted Small Business Subcontracting Plan. Small Business Offerors shall provide this information to the extent subcontracting opportunities exist in their approach to performing the requirement.)

(4) The NASA Mentor-Protégé Program is designed to incentivize NASA large prime contractors to assist a small disadvantaged business (SDB), a women-owned small business (WOSB), a HUBZone small business, a veteran-owned or service-disabled veteran-owned small business, an historically black college and university (HBCUs), and minority institution of higher education (MIs) in enhancing their capabilities to perform NASA contracts and subcontracts, foster the establishment of long-term business relationships between these entities and NASA large prime contractors, and increase the overall number of these entities that receive NASA contract and subcontract awards. Provide a description of the prime's planned participation in the NASA Mentor Protégé Program.

### **List of Acronyms**

The Offeror shall provide a list of acronyms used in its Mission Suitability Proposal. The list should be comprehensive without including extraneous acronyms. All information submitted shall be current, specific, complete, and meet the requirements of the solicitation.

### **4. Deviations\Exceptions (Mission Suitability Proposal)**

Identify and explain the reason for any deviations, exceptions, or conditional assumptions taken with respect to these mission suitability proposal instructions or to any of the technical requirements of this solicitation, such as the statement of work and related specifications.

(End of text)

### **L.17 COST VOLUME (MAR 2011)**

The Federal Acquisition Regulation (FAR) requires Contracting Officers to purchase supplies and services from responsible sources at fair and reasonable prices. It is expected that adequate price competition will be obtained under this solicitation so that submission of certified cost or pricing data is not required pursuant to FAR 52.215-20, Requirements

for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-- Alternate IV. The term "data other than certified cost or pricing data" is defined at FAR 2.101.

## **1. Instructions**

An important prerequisite for the award of the contract is the prime offerors must have an accounting system that has been determined adequate by the cognizant administrative office for accumulating and reporting incurred costs prior to contract award. While these proposals are not required to be cost certified, they are to be in sufficient detail to allow direct and indirect rate verification and audit of selected costs by cognizant Defense Contract Audit Agency (DCAA) offices. The cost proposal should be prepared in a manner consistent with your current accounting system.

The required format for other than certified cost or pricing data is for evaluation purposes. The cost for any resultant contract will be awarded on the basis of the successful Offeror's normal estimating and/or accounting system or the system set forth in the Cost Accounting Standards Board Disclosure Statement required by Public Law 100-679, if applicable. If the Offeror's estimating and/or accounting practice differs from the required cost proposal format, the costs should be computed in accordance with the Offeror's normal accounting and estimating procedures and provide your rationale for the format adjustments.

Direct labor must be estimated on the basis of productive effort. Productive effort is the estimated number of hours required to perform the work. Vacations, holidays, sick leave, and any other paid absences shall not be cited as direct labor, but shall be separately identified and priced or included in indirect cost.

Final monetary extensions in the cost proposal may be expressed as the closest whole dollar amount, with cents omitted.

Duty charges, if any shall be included in the cost, regardless of whether or not duty free certificates are obtained

A "subcontract" is any contract, purchase order, material order, interorganizational transfer, etc. that is a direct cost to this acquisition. The Offeror shall provide sufficient detail to support and explain all costs proposed. For the purposes of the Cost Volume, a significant subcontractor is defined as a subcontractor expected to exceed 15% of a proposed Representative Task Order (RTO) estimate. A proposed significant subcontractor shall provide the same cost exhibits and supporting information that is requested from the prime Offeror. Prospective significant subcontractors may submit proprietary cost data, under separate cover, directly to the Government no later than the date and time specified in the instructions for receipt of offers for this RFP.

The Offeror shall submit electronic copies of the cost proposal charts contained in the referenced exhibits in Microsoft Excel format on CD-ROMs. Two copies of the CD-

ROMs shall be submitted with one copy identified as the backup. This requirement is in addition to the required hard copies. Cost proposal exhibits and charts shall use Microsoft Excel (with backwards compatibility for Microsoft Excel 2003). PDF for cost proposal exhibits and charts is not permitted. Formulas must be used in Excel spreadsheets, where the cell amount is the result of a calculation in electronic versions, unless otherwise directed in the cost instructions. DO NOT compress any electronic files. DO NOT password protect any portion of your electronic submission.

The Offeror shall certify that all disks are virus-free. In the event of any inconsistency between data provided on electronic media and hard copies, the hard copy data will be considered to be correct.

Offerors, including proposed significant subcontractors, shall submit one copy of their cost proposal directly to your cognizant DCAA auditing office by the due date specified on the solicitation face page, Standard Form 33, Block.9. The name, mailing address, email address, and phone number of the cognizant DCAA office are to be included in the written narrative of the Offer Volume. Please ensure that all contact information provided is current and correct.

All pricing and estimating techniques shall be clearly explained in detail (projections, rates, ratios, percentages, factors, etc.) and shall support the proposed costs in such a manner that audit, computation, and verification can be accomplished. All past actuals shall show the periods of time and costs in detail when used as a basis for estimating the proposed costs.

Indicate how you have computed and applied your indirect costs, including cost breakdowns. Show trends and budgetary data to provide a basis for evaluating the reasonableness of proposed rates. Indicate the rates used and provide an appropriate explanation. Also provide the actual indirect rates realized for the last three contractor fiscal years, annotating if the rate is audited or unaudited.

The escalation proposed for labor must be stated along with the actual escalation experienced in the last three years. Provide a statement of rationale, including the derivation, for the proposed escalation rates. If escalation is not proposed, explain why. The offeror shall also discuss the rationale for any escalation proposed for the other cost elements. The offeror shall also include the company's escalation history for each other cost element experienced in the past three years.

The Government does not intend to issue a separate task order for overall contract program management. Accordingly, in accordance with the Offeror's approved accounting system, clearly indicate how program management costs will be captured and charged. Program management costs must be included in the RTO cost estimates in accordance with the instructions in Section 2 below.

The Offeror shall clearly identify and list any cost items that will be routinely direct charged as an Other Direct Cost in all task orders. The supporting rationale associated

with these proposed ODC expenses shall also be submitted.

In order to establish the reasonableness and realism of the proposed costs, and the extent to which costs reflect performance addressed in the Mission Suitability Proposal, each Offeror, including proposed significant subcontractors, shall submit the other than cost or pricing data described in Section 2 below.

## **2. Cost Proposal Format**

### **(a) DIRECT LABOR AND INDIRECT RATES MATRIX**

Offerors shall complete **Attachment B** under clause J.1, Direct Labor Rates, Indirect Rates, and Maximum Available Fixed Fee Matrices, for each contract year. The direct labor and indirect rates are "not to exceed" bid rates. During contract performance, offerors will be permitted to offer costs for task orders to be placed at lower rates than are listed in these matrix in accordance with the "TASK ORDERING PROCEDURE" and "SUPPLEMENTAL TASK ORDERING PROCEDURES" clauses of this contract. The labor categories proposed must reflect all labor categories and levels within each individual labor category anticipated to perform the requirements of the Statement of Work and Representative Task Orders and should range from entry level to the most senior level.

In **Attachment B**, the prime Offeror shall propose unburdened direct labor rates for all labor categories in Section 1; all individual bid indirect rates in Section 2, clearly delineating onsite and offsite rates; and rates or factors for cost estimating relationships in Section 3. Onsite is defined as NASA Goddard Space Flight Center. Offsite is defined as the Contractor's facility. The Offeror's fee rate included in Section 4 of the matrix shall be used to calculate the maximum available fixed fee for performing all task orders issued under the resultant contract. In Section 5, the Offeror shall include a fully-loaded direct labor rate matrix for each significant subcontractor. In Section 6, provide Position Qualifications for all Offeror proposed direct labor categories specified in Section 1 and all significant subcontractors' proposed direct labor categories specified in Section 5.

### **(b) SUMMARY OF ESTIMATED COST AND FIXED FEE**

**Exhibit 1** summarizes the elements of cost and fixed fee, for all three (3) Representative Task Orders based on bid labor and bid indirect burden rates submitted in Attachment B. Other Direct Costs (ODCs) for SOW Section 4.2 (d) only (i.e.), Hardware, software, maintenance, or supporting material are excluded from the application of Fixed Fee for delivery orders and task orders issued under this contract as specified in Attachment (B), Direct labor Rates, Indirect Rates and Fixed Fee Matrices.

### **(c) REPRESENTATIVE TASK ORDER (RTO) COSTS**



Offeror shall complete **Exhibits 2, 2A, and 2B** for each of the Representative Task Orders. In this exhibits, Offerors shall include all costs (direct labor, indirect costs, ODCs, and fee) associated with performing the RTO. Offerors shall use the "not to exceed" bid rates proposed in **Attachment B** for pricing all RTOs.

In addition to the summary cost proposal exhibit for each RTO, Offerors shall provide detailed back-up cost spreadsheets that include the following elements by month:

- Prime and, if proposed, significant subcontractor(s) labor, including labor hours and rates by individual labor categories for personnel, for both onsite and offsite personnel (**Exhibit 2A**);
- Contract Program Management and Administrative Support costs; include and identify, if not included in indirect costs;
- Indirect labor burden(s) (i.e. Overhead and Fringe Benefits (if separate pool)), for both onsite and offsite;
- Other Direct Costs (ODCs), including detailed breakout of materials, equipment, travel, computer services, subcontracts, and any other miscellaneous other direct costs;
- General & Administrative burden(s)
- Fixed Fee

(d) RTO SOURCE OF PERSONNEL

**Exhibit 3** shows the offeror's plans to obtain the required personnel for each RTO at the overall RTO task level. The offeror shall show the total number of staff proposed for each position, how many are available from within the company, how many personnel will be obtained from the incumbent, and how many personnel will be newly hired for the first RTO contract year.

(e) BASIS OF ESTIMATES (BOEs)

The BOEs are for the Representative Task Orders only. Each RTO cost proposal shall include a separate BOE section. The Offerors shall give the Government insight into the cost estimating thought processes and methodologies used by the Offeror in estimating the quantities of labor hours/costs, other direct costs, etc. required for successful performance of each RTO at the lowest WBS Level only (WBS Level 2). Emphasis should be placed on a description of the cost estimating processes and methodologies themselves, and how these relate to the technical approach described in the proposal. The information provided under this section, along with audit information, will be used to assess the cost realism aspect of Mission Suitability.

As a minimum, include the following information in the BOE in the format that is most convenient, preferably the format which shall be used for the actual contract performance:

- Narrative explaining how you arrived at your estimate of labor hours, including: if your estimate was based on similar program(s), in which case, identify and provide a brief reason why the programs are similar; a standard, in which case, identify the standard and explain if it is from the industry, your company, or a product; or engineering judgment, in which case, explain the philosophies used.
- Complexity factors utilized--all factors must be identified
- Explain in detail how your Program Management and Administrative Support are costed. If direct, explain the estimating approach and assumptions (hours per year, percentage of direct labor hours or costs, etc.). If indirect, identify what pool each function is included.
- Use of any established cost-estimating relationships
- How subcontracts were estimated. Please note if you have experience with the proposed subcontractor(s), if utilized. For any significant subcontract that has a potential estimated value in excess of the threshold stated in Section 1 instructions above, BOEs must be provided by that significant subcontract following the above specified format.
- An explanation of how all materials, computer services, travel, equipment, and other direct costs were estimated.

BOEs shall be submitted by both the Prime Offeror and all significant subcontractors and shall comply with the BOE page limitations set forth in PROPOSAL PREPARATIONS—GENERAL INSTRUCTIONS provision of this RFP.

**(f) CONTRACTOR FISCAL YEAR TO CONTRACT YEAR RATE CONVERSION EXHIBIT**

**Exhibit 4** summarizes the Offeror's **bid** rates for Overhead, G&A, and any "Other" indirect rate that the Offeror proposes. These rates are to be proposed in accordance with their Contractor Fiscal Year and approved accounting system. Please note that the Contract Year Composite indirect rates shall match the rates proposed in **Section 2 of Attachment B**, Direct Labor, Indirect Rates, and Fixed Fee Matrices.

**(g) EXPENSE POOLS:**

**Exhibit 4A Overhead Expense Pool**

**Exhibit 4A** shows the details of the expenses in the overhead pool by contractor fiscal

year. If fringe benefits are included in a separate pool, provide a separate exhibit entitled, "Fringe Benefit Pool". This exhibit shows the actual expenses for the prior three years and projected expenses through the life of the contract. This exhibit also shows the conversion of the overhead rate from the contractor fiscal year to the contract year.

If more than one overhead pool is proposed, a separate **Exhibit 4A** shall be included for each pool. Include the rationale for multiple overhead pools. If the rates are negotiated forward pricing rates, furnish date of negotiation and with whom negotiated. If not negotiated, furnish explanation and basis of rates.

**Exhibit 4B General and Administrative (G&A) Expense Pool**

**Exhibit 4B** shows the details of the expenses in the G&A pool by contractor fiscal year. This exhibit shows the actual expenses for the prior three years and projected expenses through the life of the contract. This exhibit also shows the conversion of the G&A rate from the contractor fiscal year to the contract year.

If more than one G&A pool is proposed, a separate **Exhibit 4B** shall be included for each pool. Include the rationale for multiple G&A pools. If the rates are negotiated forward pricing rates, furnish date of negotiation and with whom negotiated. If not negotiated, furnish explanation and basis of rates.

(h) **SUMMARY OF RECURRING OTHER DIRECT COSTS (ODCs)**

Offerors shall complete **Exhibit 5** for any recurring ODCs (e.g. computer usage, program management, depreciation, administrative support, etc.) routinely bid on an established cost estimating relationship in accordance with your approved accounting system. In this exhibit, the Offerors shall show the percentage, rate, and/or dollar amount used, as well as, a detailed explanation of the basis of application and estimating approaches and assumptions.

*If all recurring ODCs are included in your indirect expenses, **DO NOT** remove them from your indirect pools and include them in this exhibit. If you do not have any established CERs, insert "NONE" in this exhibit.*

(i) **MATERIAL BY RTO**

Offerors shall complete **Exhibit 6** for each RTO detailing the proposed material items and costs by contract year. Other Direct Costs (ODCs) for SOW Section 4.2 (d) only (i.e.), Hardware, software, maintenance, or supporting material are excluded from the application of Fixed Fee for delivery orders and task orders issued under this contract as specified in Attachment (B), Direct labor Rates, Indirect Rates and Fixed Fee Matrices.

(j) **TRAVEL BY RTO**

Offerors shall complete **Exhibit 7** for each RTO detailing the proposed travel costs by contract year.

(k) OTHER DIRECT COSTS (ODCs) BY RTO

Offerors shall complete **Exhibit 8** for each RTO detailing the proposed other direct cost items and costs by contract year. Other Direct Costs (ODCs) for SOW Section 4.2 (d) only (i.e.), Hardware, software, maintenance, or supporting material are excluded from the application of Fixed Fee for delivery orders and task orders issued under this contract as specified in Attachment (B), Direct labor Rates, Indirect Rates and Fixed Fee Matrices.

(l) PROBABLE SUBCONTRACTS

Offerors shall complete **Exhibit 9** summarizing the activities that the offeror proposes to subcontract out by RTO.

(m) PHASE-IN PLAN

Offerors shall propose the total firm-fixed-price associated with the 30-day phase-in period, which will be performed under a separate, firm-fixed-price procurement vehicle. **Exhibit 10** shall be used to state the proposed price for the phase-in, which is expected to commence on or about November 05, 2012.

(n) PRODUCTIVE WORK YEAR CALCULATIONS

**Exhibit 11** summarizes the Offeror's productive work year and how it is calculated. If exempt and non-exempt employees are proposed, separate exhibits must be provided for each classification.

(o) FRINGE BENEFITS EXHIBITS (Total Compensation Plan)

As addressed in the Mission Suitability Proposal instructions (Subfactor B), the offeror and all service subcontractors (as defined in paragraph (d) of NFS provision 1852.231-71) shall provide a detailed list of their fringe benefits and company estimated cost per hour, along with an itemization of the benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of the benefit in **Exhibits 12A and 12B**, Fringe Benefit Chart. Two exhibits shall be submitted, one containing the average of fringe benefit information for all the exempt labor categories and one containing the average of fringe benefit information for all the non-exempt labor categories. These exhibits fulfill the Total Compensation Plan requirement under FAR 52.222-46 for non-significant subcontractors.

(p) SMALL BUSINESS SUBCONTRACTING PLAN GOALS

As addressed in the Mission Suitability Proposal instructions (Subfactor C), the offeror

shall complete **Exhibit 13**, which provides a breakdown of the offeror's proposed goals, by small business category, expressed in terms of both a percent of the TOTAL IDIQ MAXIMUM ORDERING VALUE and a percent of TOTAL PLANNED SUBCONTRACTS. The proposed dollar value cited in both columns of **Exhibit 13** shall be the same, only the percentages will be different.

(q) DCAA AND DCMA INFORMATION

Offerors shall complete **Exhibits 14 and 15** and provide the requested information necessary to contact appropriate audit authorities regarding the Offeror's business systems, status of financial disclosures, negotiated forward pricing rates, etc. Offerors must ensure that the information provide is current and accurate.

The Offeror is requested to provide information on relevant DCAA audits, including DCAA audit report numbers, the contracting office that requested the audit, and the name and contact information of the Contracting Officer.

**3. Deviations/Exceptions (Cost Volume)**

Explain any deviations, exceptions, or conditional assumptions taken with respect to the cost volume instructions or requirements. Any deviations, exceptions, etc. must be supported by sufficient amplification and justification to permit evaluation.

(End of provision)

**L.18 PAST PERFORMANCE VOLUME (MAR 2012)**

An Offeror's past performance record indicates the relevant quantitative and qualitative aspects of performing services or delivering products similar in size and content to the requirements of this acquisition.

The Offeror shall provide, at a minimum, the following information in support of its proposal to facilitate the evaluation of the offeror's past performance as related to the requirements of the proposed contract.

(a) INFORMATION FROM THE OFFEROR

Prime Offerors shall furnish the information requested below for all of your most recent contracts (completed and ongoing) for similar efforts with a minimum average annual cost/fee incurred of \$5M that your company has had within the last 5 years of the RFP release date. Indicate which contracts are most related (i.e. similar in size and content) and how they are related to the proposed effort, as well as which contracts were performed by the division of your company (if applicable) that will perform the proposed contract/subcontract.

For the purposes of the Past Performance Volume, a proposed significant subcontractor is defined as any proposed subcontractor that is estimated to meet/exceed an average annual cost/fee of \$2M. *Note, the definition of significant subcontractor for the past performance evaluation may be different than for the cost evaluation.* The offeror shall provide the information requested below for any significant subcontractor(s) for those similar efforts within the last 5 years of the RFP release date with a minimum average annual cost/fee incurred of at least 25% of the estimated average annual dollar value of the proposed significant subcontract.

For example (note, these example numbers may not relate to this specific procurement), if a procurement is valued at an average annual value of \$50M and a proposed significant subcontractor for the effort has a proposed average annual cost/fee of \$16M, the offeror shall provide relevant current/past contract references that have a minimum average annual cost/fee incurred at/above \$4M (25% of \$16M) for that significant subcontractor.

If a prime offeror or significant subcontractor is submitting past performance data on a current/past contract vehicle that includes multiple tasks, orders, etc, all effort under that contract vehicle may be consolidated for the purposes of meeting the average annual cost/fee incurred in the instructions above and for the purpose of evaluating contract relevance for the proposed requirement.

The offeror shall provide an estimated value and percentage of work to be performed on this contract by the prime offeror and each significant subcontractor. Offerors shall estimate prime contract and significant subcontract percentages and value based on an assumption that the contract will meet the Maximum Ordering Value and performance will reflect all areas of the statement of work (offerors shall also consider other RFP information and available historical performance data in this estimate). Indicate the primary functions (SOW, WBS, etc) to be performed by the prime offeror and each proposed significant subcontractor. Indicate which contracts are most related (i.e. similar in size and content) and how they are related to the proposed effort, as well as which contracts were performed by the division of your company (if applicable) that will perform the proposed contract/subcontract.

If applicable, Offerors may provide the experience or past performance of a parent or affiliated or predecessor company to an Offeror (including a parent or affiliated company that is being otherwise proposed as a subcontractor on this effort) where the firm's proposal demonstrates that the resources of the parent or affiliate or predecessor will affect the performance of the Offeror. The Offeror shall demonstrate that the resources of the parent or affiliate or predecessor company (its workforce, management, facilities or other resources) shall be provided or relied upon for contract performance such that the parent or affiliate or predecessor will have meaningful involvement in contract performance.

**The offeror shall provide the following information on all past/current contract references that meet the above criteria for the prime offeror and each significant subcontractor:**

- Customer's name, address, and telephone number of both the lead contractual and technical personnel most familiar with the offeror's performance record. **Offeror must verify the telephone numbers provided are current and correct).**
- Cage Code and/or DUNS Number of the contractor performing the work.
- Contract number, type, and total original and present or final contract value.
- The current contract expenditures incurred to date, the date in which the expenditures have been incurred through, and the Average Annual Cost/Fee Incurred to Date. For example (note, these example numbers may not relate to this specific procurement):

A current five-year contract that you are performing has a total estimated value of \$100,000,000. As of the latest cost report, which reflected cost/fee through the first 2 years and 4 months of performance, the total amount of cost/fee incurred by the offeror over the duration of the contract was \$43,500,000.

In this example, an Offeror would provide the following:

Current Contract Expenditures incurred to Date: \$43,500,000

Date in which Expenditures have been incurred through: Insert Date of cost report that indicated cost/fee total of \$43,500,000 after 2 years and 4 months of performance.

Average Annual Cost/Fee Incurred to Date: \$18,669,528 (\$43,500,000/2.33 years)

- Date of contract, place(s) of performance, and delivery dates or period of performance.
- Brief description of contract work and comparability to the proposed effort. It is not sufficient to state that it is comparable in magnitude and scope. Rationale must be provided to demonstrate that it is comparable.
- Method of acquisition: competitive or noncompetitive.
- Nature of award: initial or follow-on. If initial, indicate whether award was preceded by a Government, customer, or offeror financed study.
- Identify and explain major technical problems and how they were overcome. List any major deviations or waivers to technical requirements that were granted by the customer.
- Identify and explain completion successes and delays, including adherence to program schedules. Provide an assessment of the performance (technical and

schedule) on these past programs and support these assessments with metrics such as award or incentive fees earned.

- Cost management history; identify and explain any cost overruns and underruns, and cost incentive history, if applicable.
- Average number of personnel on the contract per year and percent turnover of personnel per year.
- Recent customer evaluations of past performance including Award Fee Evaluation results, Fee Determination Official letters, Annual Performance Evaluation Forms, etc. (Excluded from the page limitation).
- Small Business Subcontracting Plan history; provide latest Individual Subcontract Report (ISR) and Summary Subcontract Report (SSR) (formerly known as the SF 294 and 295 reports) and supporting rationale (Excluded from the page limitation).
- List any contracts terminated (partial or complete) within the past 5 years and basis for termination (convenience or default). Include the contract number, name, address, and telephone number of the terminating officer (please verify telephone numbers). Include contracts that were "descoped" by the customer because of performance or cost problems. (Excluded from the page limitation).

(b) *PRIOR CUSTOMER EVALUATIONS (PAST PERFORMANCE QUESTIONNAIRES)*

The offeror and any proposed significant subcontractor(s) [as defined in paragraph (a)] shall provide the questionnaires provided as **Exhibit 16** to each of the above references to establish a record of past performance. The Offeror shall instruct each of its references to return the questionnaire directly to the Government in a sealed envelope. The questionnaire respondent shall be a representative from the technical customer and responsible Contracting Officer with direct knowledge of your firm's performance. If possible, the Offeror and any proposed significant subcontractor(s) shall provide questionnaires to customers from NASA contracts, other Government contracts, and commercial contracts. For proposed significant subcontractor(s), references shall concern only work performed by the subcontractor's business entity that will perform the work under this contract, if awarded.

The Offeror is responsible for ensuring that the questionnaire is completed and submitted directly to the NASA Goddard Space Flight Center Contracting Officer no later than the closing date of this solicitation designated in Block 9 of the SF 33:

NASA Goddard Space Flight Center  
Attn: Keith Long, Code 210.Y  
Bldg. 22, Rm. 112  
Greenbelt, MD 20771



Telephone: 301-286-5075  
FAX: 301-286-5373

The Offeror shall include a list of those to whom the questionnaires were sent, including name of individual, phone number, organization, and contract number. Offerors shall include in their proposal the written consent of their proposed significant subcontractors to allow the Government to discuss the subcontractors' past performance evaluation with the Offeror.

(c) SUMMARY OF DEVIATIONS/EXCEPTIONS (PAST PERFORMANCE PROPOSAL)

Identify and explain the reason for any deviations, exceptions, or conditional assumptions taken with respect to these Past Performance Proposal instructions.

(End of provision)

**L. 19 PROPOSAL MARKING AND DELIVERY (JAN 2010)**

(Offeror: You MUST comply with these instructions to ensure that the designated receiving office can identify, date and time mark, secure, and deliver your proposal to the Contracting Officer.)

**1. External Marking of Proposal Package(s)**

All proposal packages must be closed and sealed.

The proposal package must include the offeror's name and return mailing address.

The required mailing address and external marking for proposals is as follows:

"Goddard Space Flight Center  
Greenbelt, MD 20771  
Building 16W—Shipping and Receiving Dock  
Solicitation Number NNG12411365R  
Attn: Keith Long  
Building 25 Room N-040

**PROPOSAL--DELIVER UNOPENED"**

Suggested additional marking if delivery is made by a commercial delivery service:

"COMMERCIAL DELIVERY PERSONNEL: THIS PROPOSAL MUST BE  
DELIVERED TO THE DOCK MASTER, BUILDING 16W SHIPPING AND

RECEIVING DOCK, NO LATER THAN (***OFFEROR INSTRUCTION: INSERT SPECIFIED DATE AND TIME NO LATER THAN DATE AND TIME STATED ON THE SOLICITATION FACE PAGE***).

## **2. Designated Receiving Office**

The designated receiving office for proposals is the Shipping and Receiving Dock, Building 16W, Goddard Space Flight Center, which must be accessed from Hubble Road off of Soil Conservation Road, north from Greenbelt Road. Proposals must be received at the designated receiving office **no later than the date and time stated on the solicitation face page**.

The Building 16W Shipping and Receiving dock is open from 7:30AM to 3:30PM, Monday through Friday, except Government holidays. Contractor personnel conduct the GSFC receiving function, which includes mailroom operations. Proposals must be marked with the date and time of receipt, subjected to security screening, secured, and delivered unopened to the Contracting Officer.

There is no public access to the Building 16W Shipping and Receiving Dock. GSFC passes are required for access to the receiving dock.

## **3. Methods of Proposal Delivery**

There are three suggested methods of delivery to the designated proposal receiving office:

U.S. Postal Service Express Mail  
Commercial Delivery Service  
Delivery by company employee or other individual agent

**It is highly encouraged for all offerors to use U.S. Postal Service Express Mail or Commercial Delivery Services.**

If proposals are going to be delivered by a company employee or other individual agent that does not already have badged access to NASA/GSFC, the offeror **MUST** comply with the following instructions and allow sufficient time (potentially one hour or more) for security processing through the North Gate on Hubble Road:

- a. Vehicle must use the Truck Inspection lane (far right lane).
- b. Driver (and any passenger(s)) must be a U.S. Citizen (no exceptions).
- c. Driver shall state that they are delivering a proposal and provide the specific Solicitation Number. Driver must show a copy of the solicitation cover page (or appropriate solicitation instructions or amendment), which includes the solicitation number and proposal due date. The delivery date should be within 1

week of the proposal due date. The solicitation number shall match the solicitation number on the properly marked proposal packages (see section 1 of this provision).

- d. Driver (and any passenger(s)) must provide a valid Driver's License to the Security Officer for identification and recording purposes.
- e. Vehicle must undergo a GSFC Security vehicle inspection.
- f. Driver will be provided with a pass authorizing them to proceed directly to the Shipping and Receiving Dock, Building 16W, ONLY.
- g. After delivering the proposal, the vehicle must immediately exit GSFC back through the North Gate.
- h. If the Solicitation documentation is not provided, the proposal packages are not properly marked, or the driver/vehicle does not pass security procedures, the driver may not be granted access through the North Gate and will be instructed to go the GSFC Main Gate on Greenbelt Road for security processing. If this happens, the driver should contact the Contracting Officer named in this solicitation for further assistance. Note, any delays associated with this process will not result in the Government's acceptance of a late proposal, which is why the use of the U.S. Postal Service or Commercial Delivery Services are highly encouraged.

Regardless of the method of delivery chosen, the offeror is responsible for delivery of the proposal to the designated receiving office no later than the date and time stated on the face page of the solicitation.

(End of provision)

## **L.20 REQUESTS FOR WAIVER OF RIGHTS TO INVENTIONS (1852.227-71) (APRIL 1984)**

(a) In accordance with the NASA Patent Waiver Regulations, 14 CFR Section 1245, Subpart 1, waiver of rights to any or all inventions made or that may be made under a NASA contract or subcontract with other than a small business firm or a domestic nonprofit organization may be requested at different time periods. Advance waiver of rights to any or all inventions that may be made under a contract or subcontract may be requested prior to the execution of the contract or subcontract, or within 30 days after execution by the selected contractor. In addition, waiver of rights to an identified invention made and reported under a contract or subcontract may be requested, even though a request for an advance waiver was not made or, if made, was not granted.

(b) Each request for waiver of rights shall be by petition to the Administrator and shall include an identification of the petitioner; place of business and address; if petitioner is represented by counsel, the name, address and telephone number of the counsel; the signature of the petitioner or authorized representative; and the date of signature. No specific forms need be used, but the request should contain a positive statement that waiver of rights is being requested under the NASA Patent Waiver Regulations; a clear indication of whether the request is for an advance waiver or for a waiver of rights for an individual identified invention; whether foreign rights are also requested and, if so, the countries, and a citation of the specific section or sections of the regulations under which such rights are requested; and the name, address, and telephone number of the party with whom to communicate when the request is acted upon. Requests for advance waiver of rights should, preferably, be included with the proposal, but in any event in advance of negotiations.

(c) Petitions for advance waiver, prior to contract execution, must be submitted to the Contracting Officer. All other petitions will be submitted to the Patent Representative designated in the contract.

(d) Petitions submitted with proposals selected for negotiation of a contract will be forwarded by the Contracting Officer to the installation Patent Counsel for processing and then to the Inventions and Contributions Board. The Board will consider these petitions and where the Board makes the findings to support the waiver, the Board will recommend to the Administrator that waiver be granted, and will notify the petitioner and the Contracting Officer of the Administrator's determination. The Contracting Officer will be informed by the Board whenever there is insufficient time or information or other reasons to permit a decision to be made without unduly delaying the execution of the contract. In the latter event, the petitioner will be so notified by the Contracting Officer. All other petitions will be processed by installation Patent Counsel and forwarded to the Board. The Board shall notify the petitioner of its action and if waiver is granted, the conditions, reservations, and obligations thereof will be included in the Instrument of Waiver. Whenever the Board notifies a petitioner of a recommendation adverse to, or different from, the waiver requested, the petitioner may request reconsideration under procedures set forth in the Regulations.

(End of provision)

## **L.21 NOTICE OF POTENTIAL ORGANIZATIONAL CONFLICTS OF INTEREST**

(a) Notice. The Contracting Officer has determined that this acquisition may give rise to an organizational conflict of interest (OCI). Accordingly, the attention of prospective Offerors is invited to FAR Subpart 9.5 --Organizational Conflicts of Interest. The Contracting Officer has the sole authority to determine whether an organizational conflict of interest exists and to determine whether the organizational conflict of interest has been

reasonably resolved. As such, the Government may communicate with any Offeror at anytime during the evaluation process concerning its OCI plan. This OCI plan, as approved by the Government, will be included in any resulting contract as a compliance document.

(b) Description of Potential Conflict. The nature of the OCI is, as follows:

The contractor may have unequal access to information as it may be given another contractor's data. Further, the contractor may be tasked with developing specifications or statements of work which could create biased ground rules organizational conflict of interest in subsequent procurement actions if it was permitted to compete. Finally, there is a possibility that an impaired objectivity organizational conflict of interest may arise if the contractor is tasked with assisting in evaluating its own work.

(c) Responsibility of Offeror. (1) Applying the principles of FAR Subpart 9.5, each Offeror shall assess whether there is, or will be with this award, an actual or apparent organizational conflict of interest associated with the proposal it submits and any existing contract it already has with the Government. The Offeror shall provide its written analysis of its OCIs and any proposed action to avoid, neutralize, or mitigate the OCIs. Offerors shall disclose all relevant information regarding any actual or potential conflicts of interest, including those related to any existing contracts for NASA in its OCI Avoidance Plan. An Offeror's OCI plan should identify any known currently existing OCIs, as well as set forth a process and procedure for identifying potential OCIs, including its plan for avoiding, neutralizing or mitigating them on a task-by-task basis, and its plan for notifying the Government of OCIs which arise during the course of contract performance. (2) If the Offeror's proposed action to resolve an organizational conflict of interest is not acceptable, the Contracting Officer will notify the Offeror providing the reasons why its proposed resolution is not considered acceptable and allow the Offeror a reasonable opportunity to respond before making a final decision on the organizational conflict of interest and the Offeror's eligibility for contract award.

(d) Representation. By submission of its offer, the Offeror represents, to the best of its knowledge and belief, that – (1) there are no relevant facts that could give rise to an OCI, as defined in FAR Part 2; or (2) the Offeror has disclosed all relevant information regarding any actual or potential conflicts of interest.

(e) Waiver. The agency reserves the right to waive the requirements of FAR 9.5, in accordance with FAR 9.503.

(f) Required OCI Resolution. Acceptable/Approved OCI Avoidance Plan

(End of text)

**[END OF SECTION L]**

## **SECTION M - EVALUATION FACTORS FOR AWARD**

### **M.1 PROSPECTIVE CONTRACTOR RESPONSIBILITY**

(a) The standards and procedures for determining whether prospective contractors and subcontractors are responsible are set forth in FAR Subpart 9.1. Deficiencies concerning the general standards of prospective contractor responsibility at FAR 9.104-1, and any special standards established for this procurement under FAR 9.104-2, may be serious enough to result in a determination of non-responsibility. As with all aspects of prospective contractor responsibility, a finding of non-responsibility can be made at any time prior to contract award. However, even if such deficiencies are not so serious to result in such a determination, they will nonetheless be considered in the evaluation as conducted under the evaluation factors set forth in this solicitation.

(b) The following special standards of responsibility have been established for this procurement:

None

(End of text)

### **M.2 SOURCE SELECTION AND EVALUATION FACTORS—GENERAL (JUL 2009)**

#### **1. Source Selection**

This competitive negotiated acquisition shall be conducted in accordance with FAR 15.3, "Source Selection", and NASA FAR Supplement (NFS) 1815.3, same subject. The Source Evaluation Board procedures at NFS 1815.370, NASA Source Evaluation Boards" will apply.

The attention of offerors is particularly directed to NFS 1815.305, "Proposal evaluation" and to NFS 1815.305-70, "Identification of unacceptable proposals".

A trade-off process, as described at FAR 15.101-1, will be used in making source selection.

#### **2. Evaluation Factors and Subfactors**

The evaluation factors are Mission Suitability, Cost, and Past Performance. These factors, as described at NFS 1815.304-70, will be used to evaluate each proposal. This Section M provides a further description for each evaluation factor, inclusive of subfactors.

#### **3. Relative Order of Importance of Evaluation Factors and Mission Suitability Subfactors**

The Cost Factor is significantly less important than the combined importance of the

Mission Suitability Factor and the Past Performance Factor. As individual Factors, the Cost Factor is less important than the Mission Suitability Factor but more important than the Past Performance Factor.

(End of provision)

### **M.3 MISSION SUITABILITY FACTOR (MAR 2011)**

The Mission Suitability evaluation will take into consideration whether the resources proposed are consistent with the proposed efforts and accomplishments associated with each subfactor or whether they are overstated or understated for the effort to be accomplished as described by the offeror and evaluated by NASA. The offeror's justification for the proposed resources will be considered in this evaluation. If the offeror's proposal demonstrates a lack of resource realism, it will be evaluated as demonstrating a lack of understanding or commitment to the requirements.

The Government will evaluate the benefit of any proposed enhancements or efficiencies to the Statement of Work. The Government will check for the description of the proposed enhancement in Attachment M and will evaluate the enhancement under the Mission Suitability Factor and application in the appropriate subfactor(s).

#### **1. Mission Suitability Subfactors and Description of Each Subfactor**

##### **SUBFACTOR A – UNDERSTANDING THE TECHNICAL APPROACH, SCENARIOS, AND REPRESENTATIVE TASK ORDERS**

###### ***Enhancements, Efficiencies, or Innovations***

The Government will evaluate the effectiveness of all proposed enhancements or efficiencies associated with the proposed innovative methods, techniques, or technologies across the entire SOW. The Government will evaluate the realism of the method, technique, or technology and the proposed impacts to the performance of the SOW. The Government will evaluate any assumptions and underlying rationale associated with those assumptions for reasonableness. The Government will evaluate the effectiveness of the quantified efficiencies associated with the proposed enhancement. The Government will evaluate the appropriateness of technical and risk impacts of the proposed enhancements.

###### ***Scenarios***

The Government will evaluate for understanding, effectiveness, and efficiency the Offeror's proposed solutions to the scenarios. The Government will evaluate the appropriateness and adequacy of the Offeror's understanding of the scenario, process, approach, management, proposed technical solution, work to be completed, communications, and risks. The Government will evaluate the appropriateness and effectiveness of the Offeror's proposed innovations, techniques, technologies, and

quantifiable efficiencies. The Government will evaluate any assumptions and underlying rationale associated with those assumptions for reasonableness.

**Scenario (1) – Evaluation of Advanced Technology**

The Government will evaluate for understanding, completeness, and adequacy the Offeror's technology roadmap. The Government will evaluate the appropriateness and effectiveness of the proposed technology evaluation, the process for selecting that technology, any proposed partnerships, and the process for evaluating the technology and documenting the results.

**Scenario (2) – Major Discover Software Upgrade**

The Government will evaluate for understanding, completeness, and adequacy the Offeror's proposed technical solution to perform an upgrade to the major operating system and related components for the production Discover cluster. The Government will evaluate the appropriateness and effectiveness from start to completion of the Offeror's proposed plan, the process for managing the project, communications plan, risks, and risk management.

**Scenario (3) – Archive Data Policy**

The Government will evaluate for understanding, completeness, and adequacy the Offeror's proposed alternatives analysis and process for the creation and implementation of an archive data policy. The Government will evaluate the appropriateness and effectiveness from start to completion of the Offeror's proposed plan, process, communications with all stakeholders, implementation strategy, risk, and risk management.

**Scenario (4) – User and Application Support**

The Government will evaluate for understanding, completeness, and adequacy the Offeror's proposed characterization of tickets. The Government will evaluate the appropriateness and effectiveness of the Offeror's proposed process for addressing all tickets for all levels of application support. The Government will evaluate the appropriateness and effectiveness of the Offeror's full process for addressing all application tickets, the approach to managing the full lifecycle of all tickets, triaging the tickets, assigning and tracking, communications, and management.

**Scenario (5) – Data Management**

The Government will evaluate for understanding, effectiveness, and efficiency the Offeror's proposed technical solution to develop and operationally deploy an integrated suite of online data products for the Bureau of Land Management's Burned Area Emergency Response. The Government will evaluate the appropriateness and effectiveness from start to completion of the Offeror's proposed plan.

**Representative Task Orders (RTO)**

The Government will evaluate the adequacy and effectiveness of the Offeror's written task plan responding to the three RTOs included in Section L. 16 of this solicitation. The



Government will evaluate the effectiveness of the technical approach, the realism of the staffing, staffing from labor categories, and labor hours proposed, the adequacy of the Government interfaces, the flow of activities from start to completion (including time lines), the effectiveness of the proposed service level agreements, if any, and the effectiveness of any other information required to support the Offeror's plan for responding to each of the three individual RTOs. The Government will evaluate whether the plans and processes are sufficiently specific, detailed, and complete to demonstrate a clear and full understanding of the work, risks, and risk management. The Government will evaluate the appropriateness and effectiveness of the Offeror's proposed innovations, techniques, technologies, and quantifiable efficiencies. The Government will evaluate the reasonableness of any assumptions made in preparing a response to the RTOs.

### **Quality Assurance Plan**

The Government will evaluate for effectiveness and efficiency the Offeror's proposed Quality Assurance Plan (QAP) procedure(s) for continually surveilling, identifying, and correcting deficiencies. The Government will evaluate the appropriateness of the Offeror's proposed method(s) to determine whether the performance requirements in the SOW are being met. The Government will evaluate the adequacy of the proposed measurements of performance, and the quality, quantity, and timeliness of the support services proposed.

### **SUBFACTOR B – MANAGEMENT PLAN**

The Government will evaluate the effectiveness and efficiency of the Offeror's proposed organizational structure, including policies, procedures, and techniques for managing the proposed work. This evaluation will consider the Offeror's approach to quality management of the required services through surveillance, organizational structure, staffing and utilization and distribution of the workforce in meeting contract requirements, cost constraints and schedules, minimization of bottlenecks, and maximizing efficiency.

The Government will evaluate for adequacy and effectiveness the Offeror's proposed responsibilities (such as workflow, personnel, cost) and authorities for administrative and technical management of this contract, from lower levels through intermediate management to top-level management. This evaluation will consider the Offeror's proposed span of control, approach to resolving internal conflicts over resources with other company organizations, degree of autonomy, and lines of communication among Government, contractor, subcontractor, and partnering organization staff. The Government will assess the appropriateness of the Offeror's proposed organization chart and proposed interfaces with GSFC personnel. The Government will assess the appropriateness of the Offeror's proposed organization chart identifying where this contract fits within the corporate structure.

The Government will evaluate the adequacy of the independence and autonomy of the

Program Manager and consider the Program Manager's reasons for and methods of accessing corporate officials and his/her control over essential resources/functions necessary to accomplish the work, including the Program Manager's authority to utilize and redirect subcontract resources. This evaluation will consider whether the type and degree of corporate support and resources that are under the direct control of the Program Manager in the performance of this contract are adequate and demonstrate an understanding of the work.

The Government will evaluate the effectiveness of the Offeror's proposed process to be followed by the Program Manager in obtaining decisions beyond his/her authority and in resolving priority conflicts for resources/functions not under the Program Manager's direct control.

The Government will evaluate for effectiveness and adequacy the Offeror's proposed staffing plan and how it will fill the staff requirements. The Government will assess the Offeror's ability to acquire and retain qualified and experienced personnel. The Government will evaluate for adequacy the Offeror's comprehensive hiring plan, which presents the expected number of personnel to be hired from incumbents (if any), those to be transferred from within the Offeror's own organization, and those from other sources. The Government will assess the Offeror's planned incumbent capture rate (if any), the basis of this rate, and the effectiveness of methods and schedule proposed to recruit and hire incumbents and new hires. The Government will assess the basis for the incumbent capture rate and the descriptive and historical data on similar or previous contracts (e.g., number of employees, whether the effort was performed on-site or off-site, initial incumbent capture rate, and retention rate of incumbents). The Government will evaluate for effectiveness any consolidations, improvements, and other proposed changes. The Government will evaluate for effectiveness and adequacy any proposed strategy to overcome shortfalls in the primary staffing strategy and the approach to providing backup in the event of absences or vacancies. The Government will evaluate for effectiveness and adequacy the Offeror's approach to staffing for fluctuating requirements, including policies on temporary assignments.

The Government will evaluate the adequacy of the corporate resources available to enhance technical, operational, and management performance under this contract including staffing, corporate support, facilities and equipment, including relevance, sufficiency, and availability (either internal and/or external to the contractor). The Government will evaluate for effectiveness and adequacy of the breadth of the corporate resource base beyond those of the immediate staff and how these resources will be obtained and applied. The Government will evaluate the adequacy of the Offeror's availability of funding and other financial resources available for this effort.

If subcontractors are proposed, the Government will evaluate the effectiveness and efficiency of the Offeror's proposed interfaces to your organizational structure by considering: 1) the separate organization chart for each subcontractor, 2) the basis for the selection of each subcontractor, 3) the nature and extent of the work to be performed by each subcontractor, 4) the benefits of these arrangements to the Government, and 5) the

methods of management and reporting to GSFC of subcontractors' financial and technical plans and performance.

The Government will evaluate the adequacy of the Offeror's rationale and proposed procedures for determining applicability of subcontracting, if any, and the effectiveness and efficiency of proposed procedures for managing subcontracts. This evaluation will consider the Offeror's planned usage, if any, of subcontracting agreements and the detail of the functional areas and functional split of responsibilities including the potential percentages of work to be performed. The Government will evaluate the effectiveness of the Offeror's proposed approach for addressing any problems that arise as a result of the proposed organization structure or poor and/or non-performance of subcontracted portions of the contract.

The Government will evaluate for effectiveness and efficiency the Offeror's approach to manage teams of diverse personnel and how multiple, simultaneous efforts that may have competing requirements for technical expertise, timelines and delivery schedules will be supported. This evaluation will include assessing the Offeror's approach to maintaining technical competency and providing appropriate support when and where needed throughout the duration of the contract and assigning of work in a changing, dynamic, and evolving technical environment. The Government will also evaluate for effectiveness how the Offeror will implement delivery schedule management, risk management, quality assurance, obtain user feedback for performance improvement, and how priorities will be set and handled as well as how shifting of work will be managed.

The Government will evaluate the Offeror's written position titles, descriptions, and identification of critical positions to assess whether the proposed range of skills and expertise would be sufficient to meet the requirements of the SOW, and to further assess the Offeror's understanding of those requirements. The combination of the Offeror's staffing plan and position descriptions will be evaluated to assess the ability of the Offeror to supply a sufficient workforce to meet the requirements of the SOW.

The Government will evaluate for effectiveness and efficiency the Offeror's proposed approach for the use of industry process models, best practices and performance standards that would be applied towards the governance and lifecycle management of Information Technology systems. This evaluation will consider how effectively their approach supports compliance with Federal, Agency and Center IT and IT security mandates, support the necessary services and functions of these IT systems, IT security, system configuration, configuration management and patch management of IT systems while providing value to the Government and maintaining or enhancing quality services. The evaluation will consider the effectiveness of the Offeror's strategies for keeping these IT systems secured and operational for delivering information and computational services to our user community.

### ***Phase-In Plan***

The Government will evaluate for adequacy the Offeror's proposed phase-in plan to

ensure continuity and a smooth and complete transition from the incumbent Contractor. The Government will evaluate the capability of the Offeror to assume full contract responsibility on the effective date of the contract. The Government will evaluate for effectiveness and efficiency the Offeror's plan to describe how the following will be maintained, become operational, or be accomplished:

- Ongoing work
- Proposed management organization
- Schedule
- Staffing transition and orientation
- Orientation and training of personnel

The Government will evaluate for effectiveness and efficiency the Offeror's dependency upon the incumbent contractor and the extent of involvement of NASA personnel during the phase-in period.

### ***Total Compensation Plan***

The Government will evaluate the Offeror's Total Compensation Plan (TCP) for all personnel proposed, in accordance with NFS provision 1852.231-71, "Determination of Compensation Reasonableness," and FAR provision 52.222-46, "Evaluation of Compensation for Professional Employees." The Government will verify that the required professional compensation plan:

- Classifies all labor categories proposed as "exempt" or "non-exempt" positions and that the terms "exempt" and "non-exempt" as used by your organization are defined and correlated with that provided for in the Code of Federal Regulations.
- Identifies the categories of personnel that are in a bona fide executive, administrative or professional capacity as defined by FAR 22.1102 and 29 CFR 541.

In accordance with the Exhibits 12A and 12B "Fringe Benefit Charts", the Government will evaluate for adequacy the Offeror's and all service subcontractors (as defined in paragraph (d) of NFS provision 1852.231-71) list of their fringe benefits and company estimated cost per hour, along with an itemization of the benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of the benefit. The two exhibits submitted will be included in this evaluation, one containing the average of fringe benefit information for all the exempt labor categories and one containing the average of fringe benefit information for all the non-exempt labor categories.

The Government will evaluate the adequacy of the Offeror's supporting data, such as recognized national, regional, and local compensation surveys and studies of professional, public and private organizations, used in establishing the total professional compensation structure.

### ***Safety and Health Plan***

The Government will evaluate the adequacy of the Offeror's Safety and Health Plan to ensure that supplies and services are furnished in a safe and healthful manner, and that the Offeror develops, produces, and/or delivers products to NASA that will be safe and successful for their intended use.

The Offeror's Safety and Health Plan will be evaluated for compliance with applicable Federal and State statutory and regulatory requirements, as well as compliance with NPR 8715.3, NFS 1852.223-73 and applicable NASA Agency-wide and Installation specific policies and/or procedures including the adequacy of protection of life, health, and well being of NASA and Contractor employees, property and equipment. Further, the Safety and Health Plan will be evaluated to determine the adequacy of protection for subcontractor employees for any proposed subcontract.

The Offeror's plan for handling hazardous materials identified in the Section I, "Hazardous Material Identification and Material Safety Data" (FAR 52.223-3—ALTERNATE I) clause will be evaluated for responsiveness and compliance, if applicable.

### ***Organizational Conflict of Interest (OCI) Avoidance Plan***

NASA will evaluate the impact of the proposed OCI Avoidance Plan on the effective and efficient performance of the SOW for this contract. NASA will evaluate the risks to contract performance resulting from the various types of organizational conflicts of interest for the Offeror and proposed subcontractors, including consultants. NASA will evaluate the effectiveness and thoroughness of Offeror's approach to identifying, mitigating and/or avoiding organizational conflicts of interest and complying with contract terms relevant to OCIs and limitations on future contracting. NASA will evaluate the adequacy of the Offeror's approach to identifying and protecting proprietary information and sensitive information as required by the Access to Sensitive Information clause and contract terms. NASA will evaluate the impact of the proposed OCI Avoidance Plan on the effective and efficient performance of the SOW for this contract.

### **SUBFACTOR C – Small Business Utilization (SBU)**

The evaluation of Small Business Subcontracting Plan, as required by FAR clause 52.219-9--Alternate II, "Small Business Subcontracting Plan," applies to all Offerors, except small businesses. The evaluation of Commitment to Small Business Program applies to all Offerors.

#### **(a) Small Business Subcontracting**

(1) The Small Business Subcontracting Plan will be evaluated in terms of the Offeror's

proposed subcontracting goals (overall subcontracting goals and individual subcontracting goals by category) in comparison to the Contracting Officers assessment of the appropriate subcontracting goals for this procurement. The Offeror's Small Business Subcontracting Plan will also be evaluated in terms of meeting the requirements of FAR 19.704 Subcontracting Plan Requirements. NASA will consider the amount of work being retained for performance by the prime contractor in-house when determining whether a subcontracting plan is acceptable. The evaluation of the Small Business Subcontracting Plan will be on the basis of the IDIQ maximum ordering value.

(2) For purposes of small business that are not required to submit subcontracting plans, NASA will evaluate the amount of work proposed to be done by a small business either at the prime level or at the first tier subcontract level. The proposed amount of work to be done by the prime small business and first tier small business subcontractors will be evaluated against the Contracting Officer's assessment of the overall subcontracting goal for this procurement. Individual subcontracting goals by small business categories will not be evaluated for small business primes and their first tier subcontractors.

**(b) Commitment to Small Businesses**

(1) NASA will evaluate the extent to which the work performed by a small business subcontractor(s) is defined as "high technology". High Technology is defined as applied research and development efforts that make use of or enhances the most advanced technology available and is performed primarily by professional engineers, scientists, and high skilled technicians or specialists. NASA also will evaluate the extent of commitment to use the subcontractor(s) (enforceable vs. non-enforceable commitments).

(2) NASA will evaluate the extent to which the identity of the small business subcontractor is specified in the proposal as well as the extent of the commitment to use small businesses. (For small business Offerors, NASA will evaluate this only if there subcontracting opportunities exist.)

(3) NASA will evaluate the Offeror's established or planned procedures and organizational structure for SDB outreach, assistance, participation in the Mentor Protégé program, counseling, market research and SDB identification, and relevant purchasing procedures. (For large businesses Offerors, this information should conform to its submitted Small Business Subcontracting Plan. For small business Offerors, NASA will evaluate this only if subcontracting opportunities exist.)

(4) NASA will evaluate the Offeror's participation and/or proposed participation in the Mentor Protégé program and their planned commitment to enter into mentor-protégé agreements to provide appropriate developmental assistance to enhance the protégé's ability to perform successfully under contracts and/or subcontracts.

## **2. Evaluation Findings**

The Government will evaluate proposals by classifying findings as strengths, weaknesses, significant strengths, significant weaknesses, or deficiencies using the following:

**Weakness** – A flaw in the proposal that increases the risk of unsuccessful contract performance.

**Significant Weakness** – A proposal flaw that appreciably increases the risk of unsuccessful contract performance.

**Deficiency** – A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

**Strength (not in FAR/NFS)** – A proposal area that enhances the potential for successful performance or contributes toward exceeding the contract requirements in a manner that provides additional value to the government (this could be associated with a process, technical approach, materials, facilities, etc.).

**Significant Strength (not in FAR/NFS)** – A proposal area that greatly enhances the potential for successful performance or contributes significantly toward exceeding the contract requirements in a manner that provides additional value to the government.

### ***3. Weights and Scoring***

In accordance with NFS 1815.304-70(b)(1), the Mission Suitability factor will be weighted and scored on a 1000-point scale.

The weights (points) associated with each Mission Suitability subfactor are as follows:

Subfactor	Title	Points
Subfactor A	Understanding the Technical Approach, the Scenarios, and Representative Task Orders	500
Subfactor B	Management Plan	400
Subfactor C	Small Business Utilization	100
Total		1000

The Mission Suitability subfactors will be evaluated using the adjectival rating, definitions, and percentile ranges at NFS 1815.305(a)(3)(A). The maximum points available for each subfactor will be multiplied by the assessed percent for each subfactor to derive the score for the particular subfactor. For example, if a subfactor has possible 200 points and receives a percent rating 80, then the score for that subfactor would be 160 points.

The Mission Suitability evaluation will include the results of any cost realism analysis. The realism of proposed costs may significantly affect the Offeror's Mission Suitability score.

***4. Deviations and Exceptions (Mission Suitability Proposal)***

The Government will evaluate the reasonableness of the reason for any deviations, exceptions, or conditional assumptions taken with respect to the Mission Suitability Proposal instructions or any of the technical requirements of this solicitation, such as the statement of work and related specifications.

(End of provision)

**M.4 COST EVALUATION FACTOR (DEC 2010)**

The proposed costs of the Representative Task Orders (RTOs) and the rates proposed in Attachment B, Direct Labor Rates, Indirect Rates and Fixed Fee Matrices, will be assessed to determine reasonableness and cost realism. The evaluation will be conducted in accordance with FAR 15.305(a)(1) and NFS 1815.305(a)(1)(B).

Offerors should refer to FAR 2.101(b) for a definition of "cost realism" and to FAR 15.404-1(d) for a discussion of "cost realism analysis" and "probable cost".

Both the "proposed and probable cost" will reflect the offeror's proposed fee amount. Any proposed fee is not adjusted in the probable cost assessment.

The total FFP Phase-In price and the proposed and probable RTO costs will be presented to the Source Selection Authority.

(End of text)

**M.5 PAST PERFORMANCE EVALUATION FACTOR (MAR 2012)**

An offeror's past performance will be evaluated based on FAR Part 15 and the evaluation criteria in this provision. All past performance references must meet the "recent" and minimum average annual cost/fee expenditures criteria provided below for both prime contractor references and significant subcontractor references in order to be evaluated.

For purposes of past performance, the term "offeror" refers to a prime contractor and its significant subcontractors. Accordingly, the past performance of significant(s) subcontractors shall also be evaluated and attributed to the offeror. The past performance of a significant subcontractor will be compared to the work proposed to be performed by that subcontractor, and weighted accordingly in assigning the overall past performance



adjectival rating to the offeror. The past performance of the prime contractor will be weighted more heavily than any significant subcontractor or combination of significant subcontractors in the overall past performance evaluation.

A “recent” contract is a contract that is ongoing or completed less than 5 years prior to the issuance of this RFP. Contracts completed more than 5 years prior to issuance of this RFP will not be considered recent and will not be considered or evaluated.

A “relevant” contract depends on the size and content of the contract with respect to this acquisition.

For a prime contractor’s contract reference(s) to be considered at least minimally “relevant”, it must meet/exceed an average annual cost/fee incurred of at least \$2.5M.

A proposed significant subcontractor for this procurement is defined as any proposed subcontractor that is estimated to meet/exceed an average annual cost/fee of \$1M. Note, the definition of significant subcontractor for the past performance evaluation may be different than for the cost evaluation.

For a significant subcontractor’s contract reference(s) to be considered at least minimally “relevant”, it must meet/exceed an average annual cost/fee incurred of at least 25 % of that portion of this procurement that the subcontractor is proposed (or estimated) to perform.

If the contract is deemed recent and meets the above minimum average annual cost/fee expenditures criteria, the Government will then determine the degree of relevance - i.e., level of pertinence - of the contract based on size and content. Content is more important than size in the evaluation of relevance. The term “content” means the type and complexity of services, work, or supplies, in comparison to the requirements of this solicitation. The Government may consider past quantities and periods of performance in evaluating overall relevance.

The performance evaluation will be based primarily on customer satisfaction and/or contract data in meeting technical, schedule, cost, and management requirements. Additional performance factors may include contract administration, occupational health, safety, security, subcontracting plan goals and small disadvantaged business participation targets, if applicable, and other contract requirements.

The Government may review and consider past performance information on other contracts that it is aware of or that are made available from other sources and inquiries with previous customers. These contracts (if any) must meet the above “recent” and minimum average annual cost/fee expenditures criteria to be evaluated.

As part of the past performance evaluation, the Government may attribute the experience or past performance of a parent or affiliated or predecessor company (including a parent or affiliated company that is being otherwise proposed as a subcontractor on this effort)

to the proposed prime contractor and/or significant subcontractor(s) where the proposal demonstrates that the resources of the parent or affiliate or predecessor company will affect the performance of the proposed prime contractor and/or significant subcontractor(s). The Government will take into consideration whether the resources of the parent or affiliate or predecessor company (its workforce, management, facilities or other resources) will be provided or relied upon for contract performance such that the parent or affiliate will have meaningful involvement in contract performance. These contracts (if any) must meet the above “recent” and minimum average annual cost/fee expenditures criteria to be evaluated.

An offeror shall not be rated favorably or unfavorably if the offeror does not have a record of “recent” and “relevant” past performance or if a record of past performance is unavailable. In such cases the offeror will receive a “Neutral” rating. However, an offeror with favorable, recent, and relevant past performance that meets the minimum average annual cost/fee expenditures indicated above may be considered more favorably than an offeror with no relevant past performance information.

The Government will consider an offeror’s explanation of any problems encountered on any identified contracts, and any corrective actions taken by the offeror.

The overall confidence rating assigned to an offeror’s Past Performance (see below) will reflect a subjective evaluation of the information contained in the oral presentation, if applicable; written narrative; past performance evaluation input provided through customer questionnaires; and other references, if any, that the Government may contact for additional past performance information.

Past Performance Ratings – The level of confidence ratings set forth below will be used to evaluate the Past Performance factor for each offeror.

Each of the adjective ratings below has a “performance” component and a “relevance” component as discussed above. As used in the ratings below, the term “pertinent” is equivalent to the term “relevant.” The following adjectival rating guidelines will be used when subjectively assessing both components.

#### Very High Level of Confidence

The Offeror’s relevant past performance is of exceptional merit and is very highly pertinent to this acquisition; indicating exemplary performance in a timely, efficient, and economical manner; very minor (if any) problems with no adverse effect on overall performance. Based on the Offeror’s performance record, there is a very high level of confidence that the Offeror will successfully perform the required effort.

#### High Level of Confidence

The Offeror’s relevant past performance is highly pertinent to this acquisition; demonstrating very effective performance that would be fully responsive to contract requirements with contract requirements accomplished in a timely, efficient, and economical manner for the most part with only minor problems with little identifiable

effect on overall performance. Based on the Offeror's performance record, there is a high level of confidence that the Offeror will successfully perform the required effort.

Moderate Level of Confidence

The Offeror's relevant past performance is pertinent to this acquisition, and it demonstrates effective performance; fully responsive to contract requirements; reportable problems, but with little identifiable effect on overall performance. Based on the Offeror's performance record, there is a moderate level of confidence that the Offeror will successfully perform the required effort.

Low Level of Confidence

The Offeror's relevant past performance is at least somewhat pertinent to this acquisition, and it meets or slightly exceeds minimum acceptable standards; adequate results; reportable problems with identifiable, but not substantial, effects on overall performance. Based on the Offeror's performance record, there is a low level of confidence that the Offeror will successfully perform the required effort. Changes to the Offeror's existing processes may be necessary in order to achieve contract requirements.

Very Low Level of Confidence

The Offeror's relevant past performance does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; problems in one or more areas which, adversely affect overall performance. Based on the Offeror's performance record, there is a very low level of confidence that the Offeror will successfully perform the required effort.

Neutral

In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance [see FAR 15.305(a) (2) (ii) and (iv)].

(End of provision)

**M.6 OFFER/NO OFFER RESPONSE SHEET**

Compliance is requested, but not required. This page may be used to indicate whether your company intends to submit an offer in response to this solicitation. You may also indicate your intent by E-Mail or FAX. The E-Mail address is Keith.Long@nasa.gov. The FAX number is 301-286-5373. If mailed, return the completed page to the individual and address on the face page of this solicitation.

(Name of firm) (//intends)(//does not intend) to submit an offer in response to NNG12411365R. (301) 286-0383. If mailed, return the completed page to the individual and address on the face page of this solicitation.

The \_\_\_\_\_ (name of firm)

( / / intends) ( / / does not intend) to submit an offer in response to NNG12393693R

(End of text)

**[END OF SECTION M]**